

February 26, 2024

Mr. Jesse Aguirre A-Squared Water Treatment 6108 McPherson Road Suite 10 Laredo, Texas 78041

Re:

Pump Repairs Contract FY22-067 Extension H

Dear Mr. Aguirre,

This is to inform you that the contract FY22-067 which was approved by the City Council on July 18, 2022 is up for renewal. This the second of three extension periods. This contract has three extension periods. Your company is the primary vendor for the following sections:

Sections: III, IV, VI, VII

Please advise if you wish to renew this contract. If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,
Sincerely,
Sincerely,
Enrique Aldape III
Interim Purchasing Agent

A-Squared Water Treatment
Request a contract extension: Not request a contract extension:
Anthorized Signature:
Print Name: Raut Mireles Salings
Date: 02/27/2024



February 26, 2024

Mr. Jesse Aguirre A-Squared Water Treatment 6108 McPherson Road Suite 10 Laredo, Texas 78041

Rc:

Pump Repairs Contract FY22-067

Extension II

Dear Mr. Aguirre,

This is to inform you that the contract FY22-967 which was approved by the City Council on July 18, 2022 is up for renewal. This the second of three extension periods. This contract has three extension periods. Your company is the primary vendor for the following sections:

Sections: III, IV, VI, VII

Picase advise if you wish to renew this contract. If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

September 111
Interim Purchasing Agent

A-Squared Water Treatment
Request a contract extension: Not request a contract extension:
Authorized Signature;
Print Name: Raul Mireles Salings
Date: 02/27/2024



February 26, 2024

Mr. Moises Gutierrez Gutierrez Machine & Welding Shop 201 W. Ryan St. Laredo, Texas 78041

Re:

Pump Repairs

Contract FY22-067

Extension II

Dear Mr. Gutierrez,

This is to inform you that the contract FY22-067 which was approved by the City Council on July 18, 2022 is up for renewal. This is the second of three extension periods. Your company is the primary vendor for the following sections:

Sections: V, X, XI, XII

Please advise if you wish to renew this contract. If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Burique Aldape III
Interim Purchasing Agent

Gutlerez Machine & Welding Shop
Request a contract extension: Not request a contract extension:
Authorized Signature: The Leston
Print Name: Moises Contrarrez Ja
Date: 2-27-24



May 16, 2023

Mr. Jesse Aguirre A-Squared Water Treatment 6108 McPherson Road Suite 10 Laredo, Texas 78041

Re:

Pump Repairs Contract FY22-067

Extension 1

Dear Mr. Aguirre,

This is to inform you that the contract renewal FY22-067 was approved by the City Council on May 15, 2023. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods. Your company is the primary vendor for the following sections:

Sections: III, IV, VI, VII

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

Singerely,

Miguel A. Pescador

Purchasing Agent



May 16, 2023

Mr. Moises Gutierrez Gutierrez Machine & Welding Shop 201 W. Ryan St. Laredo, Texas 78041

Re:

Pump Repairs

Contract FY22-067

Extension I

Dear Mr. Gutierrez.

This is to inform you that the contract renewal FY22-067 was approved by the City Council on May 15, 2023. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods. Your company is the primary vendor for the following sections:

Sections: V, X, XI, XII

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

Sincerely.

Enrow Oldrept III Miguel A. Pescador 42.

Purchasing Agent



May 16, 2023

Mr. Raul Salinas RAMSA Electric Mechanic 7305 San Dario, #274 Laredo, Texas 78041

Re:

Pump Repairs
Contract FY22-067

Extension 1

Dear Mr. Salinas,

This is to inform you that the contract renewal FY22-067 was approved by the City Council on May 15, 2023. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods. Your company is the primary vendor for the following sections:

Sections: I, II, VIII, IX

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

Sincerely.

Miguel A. Pescador Fer

Purchasing Agent

City Council-Regular Meeting Date: 05/15/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E. Utilities Department Director, Jose F. Catillo, Interim

Finance Department Director, Miguel A. Pescador, Purchasing Agent

#### SUBJECT

Consideration to amend and renew annual service contracts FY22-067 by 25% with the following vendors for water treatment and wastewater treatment booster stations, and lift stations pump repairs. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. The term of this contract shall expire on July 18, 2023. Contract amendment is due to an increase in usage and to cover future expenditures. There was no price increase during the last extension period. All services will be purchased on an as needed basis. This contract may be extended for two, additional one year periods, upon mutual agreement of the parties. Funding is available in the Water Works and Sewer System Funds.

- 1) Sections V, X, XI, XII: Gutierrez Machine Shop, Laredo, Texas for an amount increase of \$75,000.00 and new contract amount of \$375,000.00 (Primary Vendor);
- 2)Sections III, IV, VI, VII: A-Squared Water Treatment, Laredo, Texas for an amount increase of \$100,000.00 and new contract amount of \$500,000.00 (Primary Vendor);
- 3)Sections I, II, VIII, IX: RAMSA Electric Mechanic, Laredo, Texas for an amount increase of \$75,000.00 and new contract amount of \$375,000.00 (Primary Vendor).

# VENDOR INFORMATION FOR COMMITTEE AGENDA

None

### PREVIOUS COUNCIL ACTION

Approved a one-year contact on 7/18/22,

#### BACKGROUND

This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs at the water treatment and wastewater treatment, booster stations, and pump lift stations. The term of this contract shall expire on July 18, 2023. Contract amendment is due to an increase in usage and to cover future expenditures. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

#### Summary |

Vendor	Current Contract Amount	25% Contract Increase	Revised Contract Amount	Sections	Notes
Gutierrez Machine Shop	\$ 300,000.00	\$ 75,000.00	\$ 375,000.00	V, X, XI, XII	Primary Vendor
A-Squared Water Treatment	\$ 400,000.00	\$ 100,000.00	\$ 500,000.00	III, IV, VI, VII	Primary Vendor
RAMSA Electric Mechanic	\$ 300,000.00	\$ 75,000.00	\$ 375,000.00	i, II, VIII, IX	Primary Vendor

A complete bid tabulation is attached.

# COMMITTEE RECOMMENDATION

None.

#### STAFF RECOMMENDATION

It is recommended that these contracts be amended and renewed.

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Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55942105332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All services will be purchased on an as need basis. 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.

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55942205332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55741205332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55741205332030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

FY22-067 Bid Tabulation

FY22-067 Contracts



May 2, 2023

Mr. Jesse Aguirre A-Squared Water Treatment 6108 McPherson Road Suite 10 Laredo, Texas 78041

Ro:

Fump Repairs Contract FY22-067 Extension I

Dest Mr. Agains.

This is to inform you that the comment FY22-067 which was approved by the City Council on July 18, 2022 is up for renewal. This the first of three extension periods. This contract has three extension periods. Your company is the primary vendor for the following sections:

Sections: III, IV, VI, VII

Please advise if you wish to redew this contract. If there are any questions regarding this renewal notice, please feel thee to call me at (955) 794-1731.

Sincerely,

Eggs A. Peseador

Purchasing Agent

A Squared Water Treatment
Reguest a contract extension: Not request a contract extension:
Airthorized Signature
Printiple Jesse Agnille
Des 5-2-2023



May 2, 2023

Mr. Raul Salinas RAMSA Electric Mechanic 7305 San Dario, #274 Laredo, Texas 78041

Rea

Pump Repairs Contract FY22-067

Extension I

Deat Mr. Salmas,

This is to inform you that the contract FY22-067 which was approved by the City Council on July 18, 2022 is up for renewed. This is the first of three extension periods. Your company is the primary vendor for the following sections:

Sections: I, II, VIII, IX

Please advise if you wish to renew this contract. If there are any questions regarding this renewal notice, please feet free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:

Purchasing File

RAMSA Electric Mechanic Request a contract extension; Not request a contract extension: Authorized Signature:



May 2, 2023

Mr. Molses Gutierrez Gutierrez Machine & Welding Shop 201 W. Ryan St. Laredo, Texas 78041

Re:

Pump Repairs Contract FY22-067 Extension I

Dear Mr. Gutierrez.

This is to inform you that the contract FY22-067 which was approved by the City Council on July 18, 2022 is up for renewal. This is the first of three extension periods. Your company is the printary ventor for the following sections:

Sections: V. X. XI, XII

Miguel A. Percador Purchasing Againt

Please advise if you wish to tenew this contract. If there are my questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Xo:	Purchasing File
Corte	152 Machine & Welthon Slave
Betu	Not request accommon
Autho	ricos Signature: Mue Sula
Print )	vance Moises Gutierred Ja.
Date:	5- 23

City of Laredo - Perchasing Division, 5512 Thomas Ave., Leredo, Texas 78041 Phone (956)794-1731 Fax 790-1805



July 19, 2022

Mr. Raul Salinas RAMSA Electric Mechanic 7305 San Dario, #274 Laredo, Texas 78041

Re:

Pump Repairs Contract FY22-067

Approved by City Council on July 18, 2022

Dear Mr. Salinas,

This is to inform you that contract FY22-067 was approved by the City Council on July 18, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the primary vendor for the following sections:

Sections: I, II, VIII, IX

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. <a href="https://www.ethics.state.tx.us/whatsnew/FAO\_Form1295.html">https://www.ethics.state.tx.us/whatsnew/FAO\_Form1295.html</a>. You scan and email a notarized copy to <a href="majority.new-ethics.state.tx.us/whatsnew/FAO\_Form1295.html">new-ethics.state.tx.us/whatsnew/FAO\_Form1295.html</a>.

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xe:

Purchasing File



July 19, 2022

Mr. Moises Gutierrez Gutierrez Machine & Welding Shop 201 W. Ryan St. Laredo, Texas 78041

Re: Pr

Pump Repairs Contract FY22-067

Approved by City Council on July 18, 2022

Dear Mr. Gutierrez,

This is to inform you that contract FY22-067 was approved by the City Council on July 18, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the primary vendor for the following sections:

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:

Purchasing File



July 19, 2022

Mr. Jesse Aguirre A-Squared Water Treatment 6108 McPherson Road Suite 10 Laredo, Texas 78041

Re:

Pump Repairs
Contract FY22-067

Approved by City Council on July 18, 2022

Dear Mr. Aguirre,

This is to inform you that contract FY22-067 was approved by the City Council on July 18, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods. Your company will be the primary vendor for the following sections:

Sections: III, IV, VI, VII

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xe:

Purchasing File

City Council-Regular Meeting Date: 07/18/2022

Initlated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E. Utilities Department Director, Miguel A. Pescador,

Purchasing Agent

#### SUBJECT

Consideration to award annual service contract FY22-067 to the following vendors:

- 1) Sections V, X, XI, XII: Gutierrez Machine Shop, Laredo, Texas in an amount up to \$300,000.00 (Primary Vendor);
- Sections III, IV, VI, VII: A-Squared Water Treatment, Laredo, Texas in an amount up to \$400,000.00 (Primary Vendor);
- 3) Sections I, II, VIII, IX: RAMSA Electric Mechanic, Laredo, Texas in an amount up to \$300,000.00 (Primary Vendor),

for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. This contract may be extended for three, additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the Water Works and Waste Water Funds.

# VENDOR INFORMATION FOR COMMITTEE AGENDA

None

### PREVIOUS COUNCIL ACTION

None

#### BACKGROUND

The City received five (5) proposals through Cit-E-Bid for awarding an annual service contract for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs.

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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

In determining the best value for the City of Laredo the following factors were considered by the Utilities Department, in accordance with corresponding weights, in evaluating the proposals:

	Weighted %
Contractor's Profile, Qualifications, Experience, Location.	30
An evaluation of pricing to the City of Laredo.	50
The bidder's past relationship with the City of Laredo	70
The state of the s	.j 20 1

Summary

i vendur :	Evaluation Scores	Awarded Amount	Sections	Notes
Gutierrez Machine Shop	87	\$ 300,000.00	V, X, XI, XII	Primary Vendor
A-Squared Water Treatment	86	\$ 400,000.00	IIÎ, IV, VI, VI	Primary Vendor
RAMSA Electric Mechanic	84	\$ 300,000.00	I, II, VIII, IX	Primary Vendor
Laredo Mechanical	65		-	4384-41 17-16-16-16-16-16-16-16-16-16-16-16-16-16-
JMF Repair Services	65		**************************************	

A complete bid tabulation is attached along with the evaluation scores.

### COMMITTEE RECOMMENDATION

None.

### STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:

2022

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55942105332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All services will be purchased on an as need basis. 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.

Fiscal Year:

2022

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55942205332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:

2022

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

55741205332037

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:

2022

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

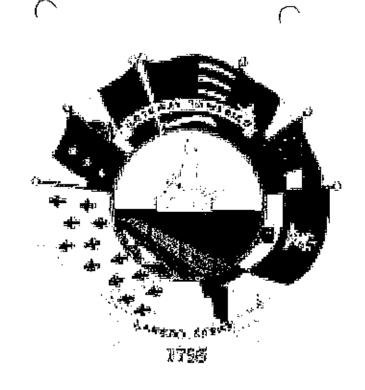
55741205332030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

#### Attachments

FY22-067 Final Evaluation Scores FY22-067 Bid Tabulation FY22-067 Contracts



# FY22-067 Gutlerrez Machine & Welding Shop Supplier Response

## **Event Information**

Number:

FY22-067

Title:

FY22-067 Pump Repair Services - Utilities Department

Type:

Request For Proposal

Issue Date: 5/31/2022

Deadline:

6/23/2022 05:00 PM (CT)

Notes:

### MANUAL BID DROP-OFF PROCEDURES

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

 Piease make sure that the bid is in a sealed envelope marked with

the following:

Name of Proposal

- Name of Company submitting Proposal
- Address of Company submitting Proposal
- 1. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
- 2. If you need a copy of the time-stamped envelope, you will need to wall outside until we pick the envelope up, go back up to the 3<sup>rd</sup> floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

#### City Secretary's Office

### Contact Information

Contact: Enrique Aldape III Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue

Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

ealdape@d.laredo.bx.us Email:

	Contact:	Moises Gutierrez, Jr.	•
	Address:	201 West Ryan St,	•
		Laredo, TX 78041	
	Phone:	(956) 726-1688	•
	Fax:	(956) 791-3897	
	Email;	molsesgms@aol.com	
Ву	submitting:	your response, you certify that you are authorize	ed to represent and bind your company.
Má	irtha A Nav	varro for Gutierrez Machine & Welding Shop	moises]rgma@gmail.com
•	gnature		Email
50	ibmitted et	6/24/2022 10:15:39 AM (CT)	
_			
В	id Attrib	outes	
	A		
1	Award b	y Best Value	
ı	AWARD	OF CONTRACT The contract will be asserted to	multiple bidders and based on (Best Value) and in
ı	accordan	ace with the provisions of Chapters 252 and 271	of the Texas Local Government Code. Three vendors
١.	Willi De a	iwarded this contract. Dehnition of the lowest	responsive and responsible bidder as per the institute for
-	Public Pr	rocurement is:	The state of the s
ľ	"Lowest	Resonative and Decompositio Didden The La	delegant by Martin and the same of the sam
ı	and who	ose pesi performance reputation and final	ider who fully complied with all of the bid requirements inclai capability are deemed acceptable, and who has
١.	offered	the most advantageous pricing or cost-	benefit, besed on the criteria stipulated in the bid
Γ.	documer	nts."	
-			
1	In	e (I agree)	
느	□ / agrae	a (r agree)	
2	Question	nnaire Description	
ľ	1		execute this contract, that this company, corporation, firm,
ŀ	partnersh	ip or Individual has not prepared this bid in colle	sion with any other bidder, and that the contents of this
[	UIU 45 IV	prices, terms or conditions of said bid have not i	1880 COMMUNICATED by the understanded and by any
ı	I employee	e of agant to any other person angaged in this h	(De Of business order to the official opening of this request
ı	Lot amount	itting unis did the verioor agrees to the City of La	1900 SDECifications and all terms and conditions aboutstad.
<u>.</u>	do by arv	signature below, certify that the information pro	half of the business named in this Business Questionnaire,
⊨		organization bolish, containy state the illicia friedom pro	video in the questionnaire is true and correct ".
3	Name of	Offeror (Business) and Name & Phone Nur	mber of Authorized Person to slop hid
.	No respo		3,3,1,0,0
느	1000		<u> </u>
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4	State hor	w long under has the business been in its	resent husiness name
*		w long under has the business been in its	oresent business name
_	State ho	·	present business name
Ļ	No respo	onse	
5	No respo	onse	usiness identified above operated in the last five
Ļ	No respo	able, list all other names under which the B	
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Vendor: Outletter Machine & Welding Shop

FY22-067

Gutierrez Machine & Welding Shop Information

Page 3 of 21 pages

## State If the Company is a certifled 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.

#### 7 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, 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

#### 8 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 figuidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No response

# 9 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB)

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

#### Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facis 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 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 2	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
13	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
4	This is a  New Submission
5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable)  No response
16	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department No response
7	Question 3. Name of individual(s) or entity(les) seeking a contract with the city (i.e. parties to the contract)  No response
1 8	Question 4. List any business entity(les) that is a partner, parent, subsidiary business entity(les) of the individual or entity listed in Question 3.  Not Applicable
9	Question 4. List any business entity(les) that is a partner, parent, subsidiary business entity(les) 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(les) in this section.  No response
2	Question 5. List any individuals or entities that will be subcontractors on this contract  Not Applicable
21	Question 5. List any individuals or entitles that will be subcontractors on this contract  If you selected Not Applicable on Quastion 5, please skip this section. If it applies to you, please list subcontractors in this section.  No response
22	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract  Not Applicable

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

### 2 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.

 $\square$  I have read and understand this section (I have read and understand this section)

1 -				
3	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 contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  I have read and understand this section (I have read and understand this section)			
3	Question 11. Conflict of Interest Questionnaire (CIQ)			
1	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.  I have acknowledge that I have been advised (I have acknowledge that I have been advised)			
늗				
3 2	Question 11. Oath			
<b>-</b>	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4)  Date			
L	No response			
3 3	Question 12. Oath			
3	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  I swear or affirm information is correct (I swear or affirm information is correct)			

### 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.bc.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. Filling 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 48, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of interested Parties Form in order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

### 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, fallure 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: <a href="https://cityoflaredo.jonwave.net/Login.aspx">https://cityoflaredo.jonwave.net/Login.aspx</a>

(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: <a href="https://cityofiaredo.lonwave.net/Locin.asox">https://cityofiaredo.lonwave.net/Locin.asox</a>

Matled 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 it:

(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 definquent 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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

mpescador@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 CII-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 soticitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calandar 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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.bx.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.
- (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, 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 to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three vendors will be awarded this contract.

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council, Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any Item or group of Items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.8. 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.

#### 11.0 PAYMENT & INVOICING

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

ı	
	(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should
ı	the specific as to applicable stock, manufacturer catalog or part number. All iforce must show unit proper the proper to proper the specific as to applicable stocks.
ı	based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the
ı	Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT)
ı	payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization
İ	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) 781-7425.
i	12.0 in accordance to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of Toyan the City of Land 6-11 Continue to State of City of Land 6-11 Continue to State of City of Land 6-11 Continue to State of City of Land 6-11
I	12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
I	TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE
ļ	AND LICENSURE
ł	OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND
ı	MENDING TIMOTOGO OUDITIESA. KEGULATION OF ENGINEERING AND DELATED BOACTICES ALLABRES.
ı	TOUT. TEXAS BUARD OF PROFESSIONAL ENGINEERS AND LAND STRVEYORS
ı	CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
ı	SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
ı	\$137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
ı	(a) A licensed engineer shall not supplif or regulast, orally or in writing a competitive bid to perform
ı	professional engineering services for a dovernmental entity unless specifically authorized by state box and
ı	stidit reput to the posto any recuests from dovernmental antifias and/or their corresponding that contract
ı	a pig of cost angler pricing information or any other information from which edicing or cost can be deduced.
ı	prior to selection passed on demonstrated competence and obtailifications to perform the services (b). For
ı	and purposes of this section, competitive plaging to perform engineering services includes but is not
ı	limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.
l	Cost information or other information from which cost can be derived must not be submitted until the
l	second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit
Ī	competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; emended to be effective June 4, 2007, 32 TexReg 2996.
١.	Til America de the Transport Constituent of the Con
L	☐ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Insurance Terms and Conditions INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall stumbs 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 properly damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hiszards. Coverage must be written on en 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 sach occurrence limit.  (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 per-occurrence for bodily injury and properly damage, including owned, non-owned, and himd car coverage.  (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and properly damage, including owned, non-owned, and himd car coverage.  (d) Professional Liability, Errors & Orisicons ooverage, with minimum limits of \$1,000,000 per claim's \$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.  (c) Any Subcontractor's) kined by the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility after for be contract to an accuracy and accu		
<ul> <li>6 NSURANCE REQUIREMENTS if and when applicable or required by the contract, the successful bidder(s) shall turnish 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.         <ul> <li>(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for boddly injury and properly damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCD (Explosion, Collapse, Underground) insurance, 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.</li> <li>(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 by disease acch-occurrence acch accident/\$1,000,000 by disease acch-occurrence\$1,000,000 by disease</li> <li>(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per cocurrence for bodily injury and properly damage, including owned, non-owned, and hired car coverage.</li> <li>(d) Professional Liability, Errors &amp; Omissions coverage, with minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. This coverage must be maintained for at teast two years after the project is completed. If coverage is written on a claims-made basis, a policy refractive date equivalent to the inception date of the contract (e) Any Subcontractor; it is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo for courrence, possibility and the Contractor of the Contractor, it is the responsibility of the Contractor of the Contractor.</li></ul></li></ul>	3	Insurance Terms and Conditions
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contract.

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

 $\square$  I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

coverages, required to perform work, throughout the duration of this project/contract.

(I) Awarded vendor is required to maintain current and active all; certifications, licenses, permits and/or insurance

#### 3 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 fran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

#### 3 | 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 Leredo 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-8id 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."

 $\square$  I have read and understand this section (i have read and understand this section).

9	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 In the read and understand this section.				
0	Required Upload Submittal  Section 1: Contractor's Profile & Qualifications. Experience & Location (30 Points)  It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.  Section 1: Contractor's Profile & Qualifications. Experience & Location (30 Points)  It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.				
41	Section III: The bidder's past relationship with the City of Laredo (20 Points)  The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal. (3 References)  Job Repair Pump Projects  Contact (Name & Phone#)				
Bio	Bid Lines				
•	Package Header  Tab A: Vertical Turbine (Patterson)  Quantity: 1 UOM: EA Total: \$280.00  Item Notes:  Package Items  1.1 Standard Shop Labor Rate				
	Quantity:         1         UOM:         Hourly Labor Rate         Price:         \$70.00         Total:         \$70.00           1.2 Field Labor Rate         Ouantity:         1         UOM:         Hourly Labor Rate         Price:         \$70.00         Total:         \$70.00				

	1.3 Diagnostic Shop Labor Rate			
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	1.4 Diagnostic Field Labor Rate		TOMAN	410.00
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	1.5 Percent of Discount Offered			
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Ŀ	Quantity: 1 UOM: Working Days Price:	No response	Total:	No response
2	2 Package Header		<u> </u>	
	Tab B: Horizontal Split Case (Patterson)			
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	Item Notes:			
	Package Items			
:	2.1 Standard Shop Labor Rate			
l		\$70.00	Total:	\$70.00
:	2.2 Field Labor Rate			
	Quantity: 1 UOM: Hourly Labor Rate Price:	\$70.00	Total:	\$70.00
	2.3 Diagnostic Shop Labor Rate			
	Quantity: 1 UOM: Hourly Labor Rate Price:	\$70.00	Total:	\$70.00
ĺ	2.4 Diagnostic Field Labor Rate			
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ļ	2.5 Percent of Discount Offered			
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	2.5 Repairs will be completed within in working days after receipt	of order.		
<u>_</u>	Quantity: 1 UOM; Working Days Price:	No response	Total:	No response
3	3 Package Header	· <del></del>		
	Tab C: Horizontal Split Case (Sulzer)			
	Quantity: 1 UOM: EA	Total: (		\$280.00
	Item Notes:			
	Package Items			
	3.1 Standard Shop Labor Rate	·		
	Quantity: 1 UOM: Hourly Labor Rate Price:	\$70.00	Total:	\$70,00
	3.2 Field Labor Rate			
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ļ	3.3 Diagnostic Shop Labor Rate	(	
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	Quantity: 1 UOM: Hourly Labor Rate	Price: \$70.00	Total: \$70.00
	3.4 Diagnostic Field Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate	Price: \$70.00	Total: \$70.00
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	Tab D: Vertical Turbine (Sulzer)		
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	Package Items		
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ļ.,	Quantity: 1 UOM: Hourly Labor Rate	Price: \$70.00	Total: \$70.00
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ŀ	4.4 Diagnostic Field Labor Rate		10100
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	5.1 Standard Shop Labor Rate		
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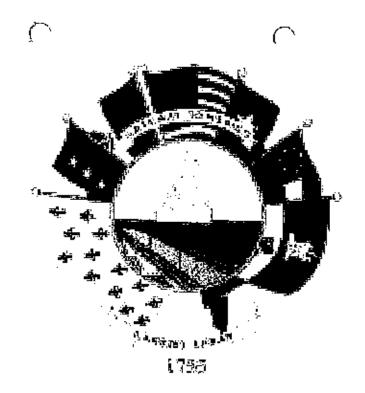
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l	5.3 Diagnostic Shop Labor Rate	
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ĺ	5.4 Diagnostic Field Labor Rate	
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ŀ	5.6 Repairs will be completed within in working days after receipt of order.	
Ĺ	Quantity: 1 UOM: Working Days Price: No response	Total: No response
ſ	6 Package Header	
ŀ	Tab F: Submersible (Sulzer/ABS)	
l	Quantity: _ 1 UOM; EA Total:	No response
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l	6.1 Standard Shop Labor Rate	
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İ	6.3 Diagnostic Shop Labor Rate	Total. <u>No response</u>
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	6.6 Repairs will be completed within in working days after receipt of order.	Total: No response
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	Tab G: Vertical Turbine (Sulzer)	
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	Package items	
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	7.3 Diagnostic Shop Labor Rate				
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	Quantity: 1 UOM: Hourly Labor Rate 7.5 Percent of Discount Offered	Price:	\$70.00	Total:	\$70.00
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8	Package Header				
 	Tab H: Vertical Turbine (Smith Pump)		·	·	
	Quantity: 1 UOM: EA		Total:		\$280.00
	Package Items				
	8.1 Standard Shop Labor Rate	_			<del></del>
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٠.	Quantity: 1 UOM: Hourly Labor Rate s 8.3 Diagnostic Shop Labor Rate	Price;	\$70.00	Total:	\$70.00
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' ,	Quantity: 1 UOM: Hourly Labor Rate P  8.5 Percent of Discount Offered	rice:	<b>\$70.</b> 00	Total;	\$70.00
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	9.5 Percent of Discount Offered			· <u>-</u>	
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A	10.2 Field Labor Rate	_			
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	10.3 Diagnostic Shop Labor Rate	_			
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	19.4 Diagnostic Field Labor Rate	_			
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1	10.5 Percent of Discount Offered				
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1	Tab K: Vertical Turbing (Peerless)				
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	Package Items				
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		Price:	\$70,00	Total:	\$70.00
	11.2 Field Labor Rate	_		_	
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	11.3 Diagnostic Shop Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate Price	\$70.00	Total: \$70.00
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	11.6 Repairs will be completed within in working days after r	ecelpt of order.	114 / 100/201000
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-	Tab L: Horizontal Split Case (Aurora)		·
	Quantity: 1 UOM; EA	Total:	\$280.00
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	12.3 Diagnostic Shop Labor Rate		
. •	Quantity: 1 UOM: Hourly Labor Rate Price:	\$70.00	Total: \$70.00
	12.4 Diagnostic Field Labor Rate		
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٠.	Quantity: 1 UOM: Percentage		Totat No response
	12.6 Repairs will be completed within in working days after re	celpt of order.	
	Quantity: 1 UOM: Working Days Price:	No response	Total: No response

Response Total: \$2,800.00



# FY22-067 RAMSA RAMSA Supplier Response

# **Event Information**

Number:

FY22-067

Tide:

FY22-067 Pump Repair Services - Utilities Department

Type:

Request For Proposal

Issue Date: 5/31/2022

Deadline:

6/23/2022 05:00 PM (CT)

Notes:

MANUAL BID DROP-OFF PROCEDURES

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

- Please make sure that the bid is in a sealed envelope marked with the following:
- Name of Proposal

- Name of Company submitting Proposal
- Address of Company submitting Proposal
- Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
- If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3<sup>rd</sup> floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

City Secretary's Office

# **Contact Information**

Contact: 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

### RAMSA Information

Contact: Raul Mireles Address: 207 W RYAN ST

LAREDO

LAREDO, TX 78041

Phone: (958) 999-4263

Email: RAMSAELECTROMECHANIC@YAHOO.COM

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

Raul Mireles

Signature

ramsaelectromechanic@yahoo.com

Email

Submitted at 6/13/2022 10:50:31 AM

# Response Attachments

### scan\_20220613162022.pdf

PUMP REPAIR BID

### **Bid Attributes**

1 Award by Best Value

AWARD OF CONTRACT The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three vendors will be awarded this contract. 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 compiled 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."

☑ I agree (Lagree)

### 2 | Questionnaire Description

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

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

RAMSA ELECTROMECHANIC, RAUL MIRELES 956-568-1497

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

RAMSA ELECTROMECHANIC INC

Page :	of 21	bases
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If applicable, list all other names under which the Business identified above operated in the last five years

NOT APPLICABLE

B 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.

7 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, 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 enlity 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

8 Questions Part 2

1) Is the Business in arreers 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

9 State if the Company is a certified minority business enterprise

Other

1 | 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.S. 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 Gommittee 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.

1	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.
1 2	Conflict of Interest Questionnaire  Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?  Yes
1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1	This is a

New Submission

1 Question 1. Name of person submitting this disclosure form

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

RAUL MIRELES SALINAS

1 Question 2. Contract Information

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

PUMP REPAIR

1 Question 3. Name of individual(s) or entity(les) seaking a contract with the city (i.e. parties to the contract)

RAMSA ELECTROMECHANIC

1 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

Question 4. List any business entity(les) 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

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

Not Applicable

\_\_\_\_

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

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

Not Applicable

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

Question 7. Disclosure of political contributions

Elst 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 seaking contract (Question 6)

Not Applicable

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

Updates on contributions regulred

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,

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

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

# 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 efter any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

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

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

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

# Question 11. Conflict of Interest Questionnaire (CIQ)

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

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

### 3 | Question 11. Oath

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

RAUL MIRELES PRESIDENT RAMSA ELECTROMECHANIC INC 06-13-2022

# Question 12. Oath

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

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

# 3 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: Stering 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 antity 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: H8 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 45.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form in order to comply with state faw the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

# 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 fisted 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, fallure 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 thoroughty 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 fallure 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 electronic 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.jonwave.net/Login.asgx (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 (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.jonwaye.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 issuence 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 Larado If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@cl.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,

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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, howecompliance 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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.jaredo.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 vold.

10.6 AWARD OF CONTRACT The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three vendors

will be awarded this contract,

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City In its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to eccept 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.

### 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 slock, 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: [Jolly@ci,laredo.bx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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 80ARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

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

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

### 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 eccident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease

(c) Commercial Automobile Hability 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 tack 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 eachoccurrence, 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

Insurence policies as follows:

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

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 Leredo shall be contained in the Workers compensation, and all flability 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 embrella 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 sat 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.
- (i) 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.
- $oxed{oxed}$  ( agree my insurance meets minumum requirements (1 agree my insurance meets minumum requirements)

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

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

# 3 | 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, contived 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.8. 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, <a href="https://www.ethics.state.tx.us/tec/1295-lofo.htm">https://www.ethics.state.tx.us/tec/1295-lofo.htm</a> 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 within the allotted time otherwise this may result in the cancellation of the 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."

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ŀ	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 eward. Such disclosures are forwarded from tier to tier up to the non-Federal award.

 $oxed{artilde{oldsymbol{artilde{O}}}}$  I have read and understand this section)

# 4 Required Upload Submittal

Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)

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

☑ Yes (Yes)

# 4 Required Upload Submittal

Section III: The bidder's past relationship with the City of Laredo (20 Points)

The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal. (3

References)

Job Repair Pump Projects

Contact (Name & Phone#)

Yes (Yes)

### **Bid Lines**

1	Package Header		
	Tab A: Vertical Turbing (Patterson)		
·	Quantity: 1 UOM: EA	Total: \$170	00.0
.	Package Items		
	1.1 Standard Shop Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate P	rice: \$35.00 Total: \$35	5.00
	Quantity: 1 UOM: Hourly Labor Rate Pr 1.3 Diagnostic Shop Labor Rate	rice: \$35.00 Total: \$35	00.
	Guantity: 1 UOM: Hourly Labor Rate Proceedings of Procedings of Proceedings of Proceedings of Proceedings of Procedings of Proceedings of Procedings of Pr	rice: \$35.00 Total: \$35	00.6
	Quantity: 1 UOM: Hourly Labor Rate Pt  1.5 Percent of Discount Offered	rice: \$35.00 Total: \$35	00.
	Quantity: 1 UOM: Percentage	Total:	5%

	1.6 Repairs will be completed within in working days	after receipt	( of order.		
Ŀ	Quantity: 1 UOM: Working Days	Price:	\$30.00	Total:	\$30.00
2	Package Header				
	Tab B: Horizontal Split Case (Patterson)				
	Quantity: 1 UOM: EA		Total:		\$170.00
	Package Items				
	2.1 Standard Shep Labor Rate	<u>-</u> -			
	Quantity: 1 UOM: Hourly Labor Rate  2.2 Field Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  2.3 Diagnostic Shop Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  2.4 Diagnostic Field Labor Rate	Price:	\$35.00	Total: [	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  2.5 Percent of Discount Offered	Price:	\$35.00	Total:	\$35.00
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· ÷,	Quantity:1 UOM: Working Days	Price:	\$30.00	Total:	\$30.00
3	Package Header			<del></del> _	_
ŀ	Tab C: Horizontal Split Case (Sulzer)				
	Quantity: 1 UOM: EA tem Notes:		Total: (		\$170.00
. ]	Package Items				
	3.1 Standard Shop Labor Rate	<u></u> -			
	Quantity:	Price:	\$35.00	Total:	\$35.00
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	Quantity:1 UOM: Hourly Labor Rate  3.4 Diagnostic Field Labor Rate	Price:	\$35.00	Total:	\$35.00
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4	Package Header				<u> </u>
	Tab D: Vertical Turbine (Sulzer)		,		
	Quantity:1 UOM: <u>EA</u> tem Notes:	<del></del>	Total:		\$170.00
'	Package Items				
	4.1 Standard Shop Labor Rate		<del></del>		
	Quantity: 1 UOM: Hourly Labor Rate  4.2 Field Labor Rate	_ Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate 4.3 Diagnostic Shop Labor Rate	_ Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  4.4 Diagnostic Field Labor Rate	Price:	\$35.00	Total;	\$35,00
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i	Quantity: 1 UOM: Working Days	_ Price:	\$30.00	Total:	\$30.00
5	Package Header	<u></u> .	<u>_</u>		
	Section E: Horizontal Split Case (Fairbanks)				<del></del> ·
٠.,	Quantity: 1 UOM: EA		Total:		\$161.00
-	Package Items				
	5.1 Standard Shop Labor Rate	<u>-</u>	······································		
	Quantity: 1 UOM; Hourly Labor Rate  5.2 Field Labor Rate	Price:	\$35.00	Total;	\$35.00
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Ì	5.6 Repairs will be completed within in working days	s after receipt o	( ) of order.		
	Quantily: 1 UOM: Working Days	Price:	\$21.00	Total:	\$21.00
6	Package Header	<u>-</u>		<u></u> -	
	Tab F: Submersible (Sulzer/ABS)				
	Quantity: 1 UOM: EA		Total:		\$161.00
	Package Items				
ļ ·	6.1 Standard Shop Labor Rate				
	Quantity: 1 UOM: Hourly Labor Rate  6.2 Field Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  6.3 Diagnostic Shop Labor Rate	Price:	\$35.00	Total:	\$35.00
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	Quantity: 1 UOM: Working Days	Price:	\$21.00	Total:	\$21.00
7	Package Header				
	Tab G: Vertical Turbine (Sulzer)			<u> </u>	
	Quantity: 1 UOM: EA Item Notes:		Total:	<u> </u>	\$181.00
	Package Items				
	7.1 Standard Shop Labor Rate	· .			· · · · · · · · · · · · · · · · · · ·
	Quantity: 1 UOM: Hourly Labor Rate 7.2 Field Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate 7.3 Diagnostic Shop Labor Rate	Price:	<b>\$35</b> .00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  7.4 Diagnostic Field Labor Rate	Price:	\$35.00	Total:	\$35.00
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	7.6 Repairs will be completed within in working da	ys after receipt o	forder.	
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8	Package Header		· · · · · · · · · · · · · · · · · · ·	·
ļ .	Tab H: Vertical Turbine (Smith Pump)			· · · · · · · · · · · · · · · · · · ·
	Quantity; 1 UQM; EA ltem Notes:		Total:	\$161,00
•	Package Items			
	8.1 Standard Shop Labor Rate			<u> </u>
ļ	Quantity: 1 UOM: Hourly Labor Rate  8.2 Field Labor Rate	Price:	\$35.00 Total:	\$35.00
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9	Package Header			
	Tab I: Horizontal Split Case (Peerless)	<del></del>		
	Quantity; 1 UOM: EA item Notes:	· <del></del>	Total;	\$154.00
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ļ	9.1 Standard Shop Labor Rate			<del></del>
	Quantity:1 UOM: Hourly Labor Rate 9.2 Field Labor Rate	Price:	\$35.00 Total:	\$35.00
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	9.6 Repairs will be completed within in working days	s after receipt o	( ` of order.		
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	10.1 Standard Shop Labor Rate		· · ·		
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	Quantity: 1 UOM: Hourly Labor Rate  10.3 Diagnostic Shep Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM; Hourly Labor Rate  10.4 Diagnostic Field Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  10.5 Percent of Discount Offered	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Percentage 10.6 Repairs will be completed within in working day:	a ofter manint		Total:	5%
	Quantity: 1 UOM: Working Days	Price:	\$35.00	Total:	\$35.00
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	Tab K: Vertical Turbine (Peerless)				
	Quantity: 1 UOM: EA	<del></del> ·	Total;		\$170.00
	Package Items				
	11.1 Standard Shop Labor Rate				
	Quantity: 1 UOM: Hourly Labor Rate 11.2 Field Labor Rate	Price:	\$35.00	Total:	\$35.00
ĺ	Quantity: 1 UOM: Hourty Labor Rate  11.3 Diagnostic Shop Labor Rate	Price:	\$35.00	Total:	\$35.00
	Quantity: 1 UOM: Hourly Labor Rate  11.4 Diagnostic Field Labor Rate	Price:	\$35.00	Tatel:	\$35.00
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	11.6 Repairs will be completed within in working day	ys after receipt	of order.		
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_	Tab L: Horizontal Split Case (Aurora)			<u> </u>	
	Quantity: 1 UOM: EA		Total:		\$161.00
	Package Items				
	12.1 Standard Shop Labor Rate			<del></del> .	
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$35.00	Total:	\$35.00
	12.2 Field Labor Rate				
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$35.00	Total:	\$35.00
	12.3 Diagnostic Shop Labor Rate				
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$35.00	Total:	\$35.00
	12.4 Diagnostic Field Labor Rate			_	_
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$35.00	Total:	\$35.00
	12.5 Percent of Discount Offered				
	Quantity: 1 UOM: Percentage		<u> </u>	Total:	5%
	12.6 Repairs will be completed within in working day				
	Quantify: 1 UOM: Working Days	Price:	\$21.00	Total:	\$21.00

Response Total: \$1,984.00

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# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE COES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING (NSURER(8), AUTHORIZED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. if Subrogation is waived, subject to the terms and conditions of the policy, cartain policies may require an endorsement. A statement on PRODUCES CONTACT NOS CUBRISI, CIC PHONE (AC. No. Edg. (958)568-5290 CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 (956)568-5294 entil vootiss: noe@cubrielinegrance.com Laredo, 7X 78041 MOUREN(MATTORD NO COVERAGE INSURER A : MALLWARK SPECIALTY INSURANCE COMPANY MISURED NAK # ARMENS: PROGRESSIVE RAMSA ELECTROMECHANIC INC WEURENG: THE HANOVER INSURANCE GROUP 7305 SAN DARID # 274 <u>B.Suren o</u> : NSUREAR: ""UPCATED"" LAREDO, TX 78045 COVERAGES MSURER P THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER GOCKBIENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INBURANCE AFFORDED BY THE POLICIES DESCRIBED MEREIN IS SUBJECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. AND PLANTED POLICY NUMBER X, COUMERCIAL GENERAL LIABILITY ычпа CLANG-SWIE X OCCUR EACH OCCUPY SACE DAMAGE TO REMED PREMISES (ELECTRICA) <u>1,000,000</u> 100,000 HED EXP (Any one person) γ \* G42424873-1 5,000 GEN'L ABOREGATE LIVIT APPLIES PER: 5/12/2017 5/12/2023 PERSONAL & ADVINGRY <u>1,090,000</u> i**ze** GENERAL AGGREGATE 2,900,008 OTHER FRODUCTS - COMPUTE AGG <u>2,0</u>00,000 AUTOMORAL LIABILITY ANY AUTO CONTRACT BUILD EVAL CAMED AUTOBOACY HRED AUTOBOACY <u>1,000,</u>000 B 区 路路水和 BOOKY WARY (Perperum) ŧ 02139164 4/2/2022 4/2/2023 BOOLY INJURY (Per acceptable) COMMUNICATION AND A PROPERTY COUNTY ON ACCOUNT UMBRELLA LIA OCCUR SECRESS LIAB CLAINS-MADE EACH OCCURRENCE DED RETENTIONS
WORKERS COMPENSATION
AND EMPLOYERS LIABILITY AGGREGATE ANY PROPRETOR/PARTMERESECUTIVE OF DESAMEL/SER PROLINED? (Ameliony in Abr) **X**; 歸<sub>1/16</sub> ; \_ \_ WHD-H360851-01 ALL EACH ACCOUNT N27/2021 PESCE PTION OF OPERATIONS below 8/27/2022 1,000,000 EL SIELSE - EN EUPLOYES S <u>1,000,0</u>00 ELL DISEASE - POUCY LIMIT : \$ 1,000,000 DESCRIPTION OF DEBRATIONS (ACCASIONS / VEHICLES (ACORD 10). Additional Remarks Behavior, may be attached (Financia page) is required. CERTIFICATE HOLDER CANCELLATION Should any of the above described policies be cancelled before CITY OF LARSDO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. 1102 SOB BULLOCK LOOP LAREDO, TEXAS 78043 ALITHORIZED REPAZSENYATIV

ION. All rights reserved.



# CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION FORMAL INVITATION FOR PROPOSALS

# **PUMP REPAIR SERVICES** UTILITIES DEPARTMENT

### **Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

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.citvoflaredo.com or through Cit-E-Bid: https://cityofleredo.jonwave.net/Logio.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas 78040 until 5:00 P.M on June 23, 2022; and all bids received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.

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

Proposal: Pump Rapair Services - Utilities Department FY22-067

Proposals can be downloaded and submitted through Ci B-Bid:	t- Hand Delivered: City of Laredo - City Secretary
https://cityoflaredq.jonwave.net/Login.esox	C/O Jose A. Valdez Jr. City Hall – Third Floor
Í	1110 Housion Street
The City of I and a second	Laredo, Texas 78040

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

# MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:09, bids will only be accepted between 3:00 and 3:45 p.m. 1.

Please make sure that the proposal is in a sealed envelope marked with the following:

Name of Proposal

Name of Company submitting Proposal

Address of Company submitting Proposal

Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The 2. receptionist will call the City Secretary's office to pick up.

3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office



# City of Laredo Purchasing Division

# Notice to Bidders

Notice is hereby given that the City of Laredo is now eccepting scaled proposels, subject to the Torms and Conditions of this invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Weser Treatment Division. 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.cl.laredo.oc.us or through https://cityofforedo.ionwave\_net/Login.asox Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas 78040 until 5:00 P.M. on June 23, 2022 and all proposals received will be opened and publicly acknowledged on June 24, 2022 at 10:60 AM,

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

Proposal: Pamp Repair Services - Utilities Department FY22-067

Proposels see be downlanded and submitted. Hand Delivered: through Cie-L-Bla:

https://crivoflaredo.jogwaye.ag/Logip.aspx

City of Laredo - City Secretary

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

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

Page 2 of 43

WITNESS MY HAND AND SEAL, QN THE 31" DAY OF MAY 2022

# 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, achedule 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 after 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) Vandors 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.
- 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
  - (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.
- DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective 2.0 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.
- SUBMISSION OF HAND-DELIVERED PROPOSALS 3.0
  - (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 Sacretary'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 eventy (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

REJECTION OF PROPOSALS The City may reject a proposal if: 4.0

(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.

No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vender 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.

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.

WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened 5.0 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.

CLARIFICATION AND PROTEST PROCEDURE 7.0

(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 obsrification or additional information must be submitted in writing through small 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 PURCHASING AGENT

Miguel A. Pescador. 5512 Thomas Avenue.

Laredo, Texas 78041

mpescarior@ci.laredo.tx.ps

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.

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 PURCHASING AGENT

Miguel A. Pescador 5512 Thomas Avenue Laredo, Texas 78041

mpescadon@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.

AWARD OF CONTRACT The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three Justitute 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 temedy 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 catulog, 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: iiolly@ci.laredo.tx.ua

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) hazerds. 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

diseaso 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/ 52,000,000 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 Endorsoment, 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.

All liability policies shall comain 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 insurence 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 Luredo will receive at least sixty- (60) days' notice before cancallation 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
- (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. Sels forth all endorsements and insurance coverage according to requirements and instructions contained

- 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.

(i) Certificates of Insurance are always subject to review and approval from the City of Laredo Risk

- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the
  - (I) 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.
- PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD 13.2 A person or entity who seeks or applies for a city contract or any other person ecting 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. NON-COLLUSIVE AFFIDAVIT (Attached) 13.3 The City may require that vendors submit a Non-Collasive 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, comived, 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 aftirant 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 (Ausched) The City of Laredo requires the following forms to be completed as a part of this proposal for consideration; Company Information Questionnaire,
  - 2. Signed Price Schedule,
  - 3. Conflict of Interest Questionnaire,
  - 4. Non-Collusive Affidavit
  - 5. Discretionary Confraess Disclosure

 Certificate of Interested Parties (Form 1295) \*\*Upon Award of Proposal Only\*\* CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

13.5

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 wabsite, 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 cutity 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 Ordhance No. 2017-O-098 and that it is not an egent 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 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 altempting 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 Proposals HVAC Repairs Water Treatment Plents Utilities Department

15.0	Scope	of Wer	ī

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. 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: <a href="https://cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid: <a href="https://cityoflaredo.com">https://cityoflaredo.com</a> or through Cit-E-Bid:

- 15.1 All questions for this proposal shall be submitted through Cit-E-Bid or by email no later than, June 10, 2027 at 2:00 PM to: Email: <a href="mailto:eardape@ci.lgredo.tx.ns">eardape@ci.lgredo.tx.ns</a>
- Bidders are required to submit their proposals upon the following expressed conditions:

  Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the hidder 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 requirements of the City or the compensation to the vendor.
- 15.3 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.
- 15.4 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

# 16.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

17.0	17.0 Job Completion Job completion time for typical repairs under the terms and conditions of this contract are		
	Bidder's business hours: From: 9 a.m. to 6 p.m.		
	Days of week: 5 Days		
18.0	Service Requirements		

- 18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.
- 18.2 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.

- 18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sont via e-mail.
- 18.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.
- 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) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and not unit prices, extensions and not total prices must be shown.
- 18.7 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).
- 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 imprastical 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 perties. 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 manufacturers may not be superseded or replaced during the contract period.
- 18.9 All parts and services provided must be equal to or better than the original part and service.
- 18.10 Bids for parts exceeding the suggested ORM retail price will be rejected.

## 19.0 General Repair Specifications

The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.

19.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

#### 20.0 Equipment

Below is the list of the equipment but not limited to various stations.

<u>Itë</u> m	Duran Taran		ious statio	08.		
	Pump Type	Brend	<u>GPM</u>	TTYLE	7 670	Ph. Tr
#1	Vertical Turbine			$\mathbf{TDH}$	<u> </u>	<u>RPM</u>
410		Patterson	I0417	167	600	1195
#2	Horizonial Split Case Cent.	Patterson .				
#3	Harimantal C. U. C.		6945	258	600	1180
_	Horizontal Split Case Cent.	Sulzar	13889	275		
#4	Vertical Turbine				1250	1191
		Sulzer	14616	36.3	200	1175
<b>45</b>	Horizontal Split Case	<b>Fairbanks</b>	2000			
#6			3000	100	100	1180
MAD.	Submersible	Sulzer / ABS	11000	80		
#7	Vertical Turbine			30	275	1190
		Sulzer	10500	185	600	1200
#8	Vertical Turbine	Compatible po				1200
		Smith Pump	10500	200	600	890

Item	Pump Type					
	Horizontal Split Case Submersible Vertical Turbine Horizontal Split Case	Brand Poerless Fairbanks Paerless Autora	<u>GPM</u> 3800 10500 300 5000	TDH 320 80 300 245	HP 400 300 65 400	<u>RPM</u> 1770 720 3540 1750

20.1 Material Allowance: S100.000.06

The materials mark-up required to complete the pump repairs on COL pumps. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.

- 21.0 Repair Services
- 21.1 Repair of contribugal horizontal split case, submersible, and vertical turbine pureps.
- 21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.
- 21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.
- 22.0 Invoice

Contractor invoice for psyment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

- 22.1 The invoice must contain the following information:
  - 22.1.1 (1) Purchase Order number
  - 22.1.2 (2) Pump Station name, model and serial numbers
  - 22.1.3 (3) Invoice number
  - 22.1.4 (4) Invoice Date
  - 22.1.5 (5) Description of service
  - 22.1.6 (6) Bill of materials
  - 22.1.7 (7) Invoice total
  - 22.1.8 (8) Contractor's name and address
  - 22.1.9 (9) Contractor's contact with phone number and e-mail address.
- 22.2 All materials or parts shall be of equal or better quality than original.
- 22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.
- 23.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

- 23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.
- 23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after actification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.
- 24.0 Shipment
  Shipment preparations shall include the following:
- 24.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 24.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 24.3 All pump openings shall be covered exequately to protect pump during shipment.
- 24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 24.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.
- 24.9 The Contractor shall be responsible for all repairs requiring mechine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.
- 25.0 Documentation
- 25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new ourve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:
  - 25.3.1 Equipment.
  - 25.3.2 Model and Serial Numbers.
  - 25.3.3 Manufacturer.

25.3.4 GPM/Head.

25.3.5 HP.

25.3.6 Impeller Dismeter.

25.3.7 RPM.

25.3.8 Date.

#### 26.0 Service Specifications

- 26.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo, Components shall be checked for concentricity and trucuess. Modifications to components or materials shall impact the pump operation.
- 26.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, <u>City of Laredo prefere ORM parts.</u>
- 26.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 26.4 During re-assembly, Contractor shall cost fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.
- 26.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.

## 27.0 Pump Tear Down Inspection and Quote

- 27.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 27.2 When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.
- 27.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Pumhase Order, and after the receipt and installation of all parts required to perform the repair.
- 27.4 Contractor shall provide projected completion and delivery dates with each repair estimate.

#### 28.0 Pump & Motor Repairs

28.1 All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.

- 28.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 28.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft skeves, housings, bearings, mechanical seals, packing stuffing boxes, packing etc.
- After repairs, the pump unit shell be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.
- 28.5 Pump balancing, assembly, and application of coating for impoller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 28.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 28.7 Contractor shall replace all miscellaneous routed bardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 28.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.
- 28.9 Contactor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 28.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.

#### 28.11 <u>Dynamic Balancine</u>:

- 28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an ANSI S-2.19 / ISO 1940-1986 Balance Quality Grade G2.5 or better.
- 28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 28.12 The scope of work shall include the rebuilding, repairing, and overhanling of vertical submersible pumps with respective motor, horizontal split case, vertical overhang bearing, and vertical turbine pumps.

- 28.13 Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 29.0 Field & Technical Support Services
- 29.1 Contractor must be able to provide field and technical support. Support personnel should:
  - 29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.
  - 29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.
  - 29.1.3 Be qualified to assist in pump installation and operation.

#### 30.0 Award of Contract

The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three vendors will be awarded this contract. Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lawest 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."

Attenual 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 astimated 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.

#### 31.0 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.

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

31.2 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 eath and under penalty of parjury. 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 websits. 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.

32.0 Price Adjustment\*\*\*\*\*

The City of Laredo will allow unit price adjustments opwardly 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 actice 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 hids. Documentation may be emailed to mpescador@ci.laredo.tx.us

33.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RPP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

Negotiations may be conducted with responsible Proposer who submits a proposel determined to be 33.1 reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be pennitted after submission and before award for the purpose of obtaining best and final offers.

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

	T : 1	
Sections	Criteria	Max Points
1 1	Contractor's Profile & Qualifications, Experience & Location	30
	(25,0)	30
H	Pricing & Discount (36.0)	
	The bidder's past relationship with the City of Laredo (37.0)	
		20
	Total .	100

## Rating of Definitions for 10 point Mathod

<u>%</u> _	Rating	Definition
<u>_</u> 0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	Does not satisfy criteria in specifications.
20	Vory Poor	Meets clements of some criteria minimally.
30	Poor to Very Poor	a was exerces of some criteria minimally.
40	Poor	Meets some criteria at minimum acceptable level
50	Average to Poor	Trace Scano citteria at transmum acceptable level
60	Avcrage	Adequately meets most criteria.
70	Good to Average	Asset parety meets most entering
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all
100	Excellent	required criteria.  Exceeds all required criteria and provides addition benefits in most areas.

## Evaluation Form (Example)

Sections	Criteria	Max Points	515-5-1- 1-42	
I	Contractor's Profile & Qualifications, Experience &	NIAX FOIDIS	Weighted %	Points x Weight
<u>L</u>	Location (35.0)	30	70%	21.00
II	Pricing & Discount (36.0)	<del></del>	<del></del>	<u></u>
Ш	The hidden's next released in the	50	80%	40.00
	The bidder's past relationship with the City of Laredo (37.0)	20	90%	18.00
			Total Score	79.00

## 34.9 Required Submittab

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

35.0	35.0 Section I: Contractor's Profile & Onalifications, Experience & Lucation (30 Points) It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to do your ability to be a strategic partner, provide responses to the following information requests and que address your company's operations, organization, and equipment.					
35.1	Нои	How will you meet required turnaround time for service repair? Please provide location of your company and how it will help in servicing this contract. (Location & Service)				
Because we are located in Laredo, Texas, any issue will be attended						
	ím	mediately. Recollection and delivery of equipment is offered free of charge.				
35.2	Desc	ribe how your company is qualified to service this contract?				
		Ve have 30 years of experience repairing electric motors and water pumps.				
		our work area has been conditioned to realize repairs and other services.				
35.3 35.4	Bidde	ess hours are from 9 A.M. to 6 P.M. 5 days per week.  as are encouraged to answer and/or to attach any information that may assist in verifying their ability to make an assumption that the city will be familiar with your work.				
	τ.	Number of people employed: 8 employees				
	2.	Average years of experience of current employees: 10 years				
	3.	Total number of certified technicians: 1				
	4	Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes No				
	5.	What software or labor rate manual do you use to determine industry standard hours to make repairs?				
		Majority of what is required to repair and/or replace is in stock.				
35.6	Warren Please	include days, months, or year of your warranty for repairs.				
		year				
_	City of	erado Purchesing Division, 5512 Thomas Ave. Laredo, Terres, 28043, 8050, 704, 1223				

# 36.0 Section II; Price Schedule (50 Points) An evaluation of the pricing to the City of Laredo - Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

36.1 <u>Tab A: Vertical Torbino (Patterson).</u> Contract pricing is requested on service.

<u> </u>	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	
Field Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rate	\$ 35.00	<u> </u>
Diagnostic Field Labor Rate	\$ 35.00	<del>-</del>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	
	5%
Product identification (Mfr.)	<del></del>
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

## 36.2 <u>Tab B: Horizontal Split Case (Patterson).</u> Contract pricing is requested on service.

·	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	·
Field Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rate	\$ 35,00	
Diagnostic Pield Labor Rate	\$ 35,00	·

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	
	%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

36.3 <u>Tab C: Horizontal Split Case (Sulzer).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	<u> </u>
Field Labor Rate	\$ 35.00	<del></del>
Diagnostic Shop Labor Rate	\$ 35.00	
Diagnostic Field Lebor Rate	\$ 35,00	

Contract pricing is requested on pump and parts,

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	
	%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	<del></del>
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

## 36.4 <u>Tab D: Vertical Turbine (Sulzer).</u> Contract pricing is requested on service.

	Labor Rate/Honr	Comments
Standard Shop Labor Rate	\$ 35.00	
Field Labor Rate	\$ 35.00	·
Diagnostic Shop Labor Rate	\$ 35.00	<del>-</del> :
Diagnostic Field Labor Rate	<b>3</b> 35.00	<del></del>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be accoptable on a case by case basis.

Percent of discount offered	
	5
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	<u> </u>
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

## 36.5 <u>Tab E: Horizontal Split Case (Fairbanks)</u>. Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	<del>-</del>
Fleid Labor Rate	\$ 35.00	<del></del>
Diagnostic Shop Labor Rate	\$ 35.00	<del></del>
Diagnostic Field Labor Rate	\$ 35.00	· · · · · · · · · · · · · · · · · · ·

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	<u> </u>
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

36.6 <u>Tab F: Submersible (Sulzer/ABS).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	
Fieki Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rete	\$ 35.00	<del>-</del>
Diagnostic Field Labor Rate	\$ 35.00	<del></del> .

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered		<del>-</del>	
	5	%	
Product identification (Mfr.)	<del></del>	<del></del>	-
Type price schedula (dealer, Jobber, etc.)	<del> </del>	· <del>_</del>	<del></del> · .
Price schedule column on which discount is based (i.e. distributor, net, wholesale		<del></del>	

36.7 <u>Tab G: Vertical Turbine (Sulzer).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	<del></del>
Field Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rate	\$ 35.00	<del></del>
Diagnostic Field Labor Rate	\$ 35,00	<del>_</del>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis,

Percent of discount offered	5 %	
Product identification (Mfr.)		<del></del>
Type price schedule (dealer, jobber, etc.)		
Price schedule column on which discount is based (i.e. distributor, net, wholesale		

## 36.8 <u>Tab H: Vertical Turbine (Smith Pump).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	<u> </u>
Field Labor Rate	\$ 35.00	<del></del>
Diagnostic Shop Labor Rate	\$ 35.00	
Diagnostic Field Labor Rate	\$ 35.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	<del></del>
	%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

36.9 <u>Tab I: Horizontal Split Case (Peerless).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	
Field Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rate	\$ 35.00	<del>-</del>
Diagnostic Field Labor Rate	\$ 35.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5	%	
Product identification (Mfr.)	<u> </u>		· · · <u> </u>
Type price schedule (dealer, jobber, etc.)	<del> </del>	·	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	<u> </u>		_

## 36.10 <u>Tab J: Submersible (Fairbenks).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	<del></del>
Field Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rate	\$ 35.00	<del></del>
Diagnostic Field Labor Rate	\$ 35.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	<del></del>	<del>-</del>
	5	%
Product identification (Mfr.)		
Type price schedule (dealer, jobber, etc.)	<del>-  </del>	<u></u>
Price schedule column on which discount is based (i.e. distributor, net, wholesale	<del> </del>	

Repairs will be completed within 35	_ working	days afte	e r <del>c</del> ec	ipt of order.
Business hours are from 9 A.M. t	6	_Р.М <u>.</u>	5	_days per week_

## 36.11 <u>Tab K: Vertical Turbing (Peerless).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	<u>-</u>
Fleid Labor Rate	\$ 35.00	<del>-</del>
Diagnostic Shop Labor Rate	\$ 35,00	<u> </u>
Diagnostic Field Labor Rate	\$ 35.00	<u> </u>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	·
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

## 36.12 <u>Tab L: Horizontal Split Case (Aurora).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 35.00	
Field Labor Rate	\$ 35.00	
Diagnostic Shop Labor Rate	\$ 35.00	<u> </u>
Diagnostic Field Labor Rate	\$ 35.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	
	%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 21 working days after receipt of order.

## 37.0 Section III: The bidder's past relationship with the City of Laredo (20 Points)

The successful Contractor shall have machine stop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects

Contact (Name & Phone#)

- Vertical Pump 16", Hp 250; Del Rio, TX
- Carlos Canales 830-734-4044
- Repair Submersible Pump Hp 75; Roma, TX
- Jose Vela 956-844-7396
- 3) Vertical Turbine Pump 60ft. Hp 30; City of Zapata Domingo Castaneda 956-334-5345

## 38.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information: Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

## 39.0 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 collission 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 Ciry 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) Ramsa Electromechanic, Inc
Signature Date 06/08/2022 of person authorized to sign bid
Print Name Raul Mireles Salinas of person authorized to sign bid
Tide: President
Business Address: 207 W Ryan St
City, State, Zip Code, Laredo, Texas 78041
Telephone Number: 956-568-1497 Fax Number: N/A
Contact Person Email Address: ramsaelectromechanic@yahoo.com
Federal Tax ID Number: 45-5362037
Bidders Principal/Corporate Place of Business Address: 207 W Ryan St
adicated Status of Business;
Corporation Partnership Sole Proprietorship Other:
f other state business status:
State how long under its present business name: 10 years
f 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/ N

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No  le any litigation pending against the Business? Yes / Of  Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes 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 / Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligibly voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / Of  Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / Of	Q
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yellif 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 / Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligibly voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / O	Q
Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligib voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes /  Are there any proceedings, pending relating to the Business proposing.	Q
Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligibly voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / O	<b></b>
Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligiby voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?  Yes /	le.
Are there any proceedings, pending relating to the Business responsibility, debaument, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (10)	
He the government or other public entity requested or required enforcement of any of its rights under a surety agreement on basis of default or in lieu of declaring the Business in default? Yes / (6)	the
Is the Business in arrears in any contract or debt? Yes / 1	
Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (19)	
Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for other reason? Yes / (G)	жаду
State if company is a certified minority business enterprise:	
Historically Underutilized Business (HUB): Yes Disadvantaged Business Enterprise (DBE): Yes	ð
Small Disadvantaged Business Enterprise (SDBC) Yes (S) 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 expenditure the City will make with any given company	nt of
- Constitution of the cons	

## 49.0 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 Logislature.

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 filling disclosure statements begin on January 1, 2006. A violation of the filling requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <a href="http://www.etbics.state.tx.us/whatsnew/conflict forms.htm.">http://www.etbics.state.tx.us/whatsnew/conflict forms.htm.</a>

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

- 1. Mayor
- 2. Council Members
- 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,
- Historic District Land Board Member,
- 10. Ethics Commission Board Member,
- 11. The Board of Commissioners of the Luredo 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST TRUS NO COVERNMENT CODE EXISTS.  Raul Mireles Salinas	VIOLATION OF SECTION 175.008, LO
Name Signatore Dafe	
•	<u></u>
CONFLICT OF INTEREST QUESTIONNAIRE for vendor or other person doing business with local governmental entity	FORM CIQ
his questionnaire reflects changes made to the law by H.B. 1491, 80th Leg.,	OPFICE USE ONLY
his questionnaire is being filled in accordance with Chapter 176, Local Government ode by a person who has a business relationship as defined by Section 176.001(1-a) with a cal governmental antity and the person meets requirements under Section 176.006(a).	0a% Racehed
y law this questionnaire must be filed with the records administrator of the local governmental niity not later than the 7th business day after the date the person becomes aware of facts at require the statement to be filed. See Section 178.006, Local Government Code.	
person commits an offense if the person knowingly violates Section 176,006, Local overnment Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
<u> </u>	
Check this box if you are filing an update to a praviously filed questionnaire.	_ <del>_</del>
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 contraction.)	filing authority not later than the
Check this box if you are filing an update to a previously filed questionnaire.	<b>}</b>
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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.	<b>}</b>
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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.  Name of local government officer with whom filer has employment or business relationship.	p
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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.  Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each officer an employment or other business relationship as defined by Section 176 004(4 h).	p. or with whom the filter has tal Government pages to
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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.  Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (Item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 176.001(1-a), Locatinis Form CiQ as necessary.	p.  Y with whom the filter has tall Government pages to ome, other than investment  No
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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.  Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (Item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 176.001(1-a), Locate from CiQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive laxable income, from the filer of the questionnaire?  [In the filer of the questionnaire receiving or likely to receive taxable income, other than investigation of the local government officer named in this section. AND the taxable income is a governmental entity?  [In No]  C. Is the firer of this questionnaire employed by a corporation or other business entity with respect government officer senses an officer or director as the taxable and other programment officer senses an officer or director as the taxable and other programment officer senses an officer or director as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment officer as the taxable and other programment of the taxable and other programment of the taxable and other programment of the taxable and other programment of the taxable and othe	p.  Y with whom the filter has cal Government pages to ome, other than investment  No  The income, from or at the local
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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.  Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 176.001(1-a), Local environment officer named in this section receiving or likely to receive laxable income, income, from the filer of the questionneire?  B. Is the filer of the questionneire receiving or likely to receive taxable income, other than investigation of the local government officer named in this section AND the taxable income is regovernmental entity?  Yes	p.  If with whom the fiter has cal Government pages to come, other than investment No ment income, from or at the local call to which the local No

41.0	Non-Collusive	Affidavit
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AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

STATE OF TEXAS ()
COUNTY OF WEBB ()

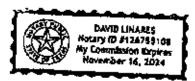
AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is Acul Mircle 8

(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 collused, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to reftain 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.



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

Subscribed and sworn before me this 10 day of June

Notary Public

My commission expires:

11/16/2024

42.0 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.

	Last	
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(its) sortring a toni	raet with the city flee po	irties to the contract)
ture	Name (Print)	Signature
Three		
rme	Name (Print)	Signature
ture	Name (Print)	
	rvanie (Franc)	Signature
tire	Name (Print)	Signature
M is a partier, pare		_ <del>_</del>
	ture	ture Name (Print)  Ture Name (Print)  Ture Name (Print)

*5.	ist may inclive male or entities that will be subcontractors on this ton tract.
DΝ	ot applicable. No subcontractors will be retained for this contract.
Osι	bcontractors may be retained, but have not been selected at the time of this submission.
□£i	st of subcontractors:
_	
<u>*6. 1</u>	is the same of the state of the same of the same bear in the same of the same
$\square$ No	t applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
	to assist in seeking this contract.
□ Lis	t of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:
	this contract:
<del></del> -	
^7. D	selesure of political contributions.
பகைய	IV CHIDDHON OF Officeholder contribute
iban S	100 to any current member of City Council, former member of City Council, any candidate for City Council, or political action committee that contributes to City Council elections.
ю вду	political action committee that contributes to City Council elections.
4) 6)	Any individual seeking contract with the city (Question 3)
٠,	THIT UNITED OF OTHER AS A STATE AND A SAME AS A SAME A SA
-,	Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business  (Question 4)
<b>d</b> )	Any subcontractor or owner/office of miles the state of t
e)	Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)  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)
	y, and a substantial relation to assist in seeking contract (Question 6)
Not	applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these
ıdivid	nals.
List	of contributors:
_	
pdate	on Contributions Required
torm:	tion regarding contributions must be undeted by such a
this:	form, up through the time City Council takes action on the contract identified in response to Question 2 and ing for 30 calendar days after the contract has been supposed.
ntim	mg for 30 calendar days after the contract has been awarded.
	lesure of conflict of interest
e you	swere of any fact(s) with repart to this contract that would miss the contract that
thes	city officials?

	FURCH	ASING DIVISION
Li I am not aware of any confi- Council or a city board/commi	ict(s) of interest issues under Se ission.	ection 2.01 of the Bthics Code for members of City
O I am aware of the following	conflict(s) of interest:	
	*Acknowledg	gements
☐ <u>Updates Required</u>		
I understand that this form mus before the discretionary contra- after any changes has occurred	Whichever comes from The for	a revised form if there is any change in the information of City Council, and no later than five (5) business days include information about political contributions made ys after the contract has been awarded.
No Contract with City Off	cials or Staff during Contract	Evaluation
i mineratstand that a betach of en	tity who seeks or similar for a c	
person or entity is prohibited for	om contracting city officials and	only contract or any other person acting on behalf of that d confloyees regarding the contract after a Request for
Proposal (RFP), Request for Qu	salifications (RFO), or other sal	licitation has been released
This no-contract provision shall	conclude when the contract is:	posted as a City of Laredo Council agenda item. If
the Ethics Code by respondents	or their agents may lead to die	promoned contacts provision set out in Section 2.09 of qualification of their offer from consideration.
	or man effects may lean to drad	maintreason of their offer from consideration.
*Conflict of Interest Question	mates (CTC)	
Charter 176 of the Local Cover	mare (CIQ)	
(CIQ) to the Office of the City S	secretary.	r and vendors to submit a Conflict of Interest Form
Ot-2		
1 11 acknowledge that I have bee	an advised of the requirement to	o file a CIQ form under Chapter 176 of the Local
Government Code.		
<del></del>		
	*Oath	
☐ I swear or affirm that the state attachments, to the best of my ki	ements contained in this Discret nowledge and belief are true, co	tionary Contracts Disclosure Form, including any prect, and complete.
57	<del></del>	
Name (Print)	Signature	Title
Company or DBA	<del></del>	
company or DDM		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

## 43.0 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 websits, please use this link provided, <a href="https://www.ethics.state.tx.ns/tec/1295-Info.htm">https://www.ethics.state.tx.ns/tec/1295-Info.htm</a>.

#### Implementation of House Bill 1295

#### 43.1 <u>Certificate of Interested Parties (Form 1295):</u>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental suity 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.

#### 43.2 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 INTE	RESTED PARTIES			FORM 129
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	OFFICE USE ONLY			
Name of business stritty filing form, a sufficy a place of business.	and the city, state and country of the b	ualness.		
Name of governmental entity or state which the form is being filed.	r agency that is a party to the contrac	i for		
Provide the identification number us and provide a description of the good	ad by the governmental antity or state is or services to be provided under th	agency to a contract	track or (de	nilfy the contract
Name of Interested Party	City, State, Country		stree of interest (check applicable	
<u> </u>	(place of business)	Coa	ntrol <b>i</b> ng	Intermedially
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Check only if there is NO interested Pr	erty.	<u> </u>		<u> </u>
AFFEDAVIT				
PAYIO LINARES Notary ID #12475510 My Commission Expir	es Shiptature of militarize			
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<del></del>	Private rains of officer administrating on ADDITIONAL PAGES AS NEC			r administering cath

\*\*\*\*\*\*\*\*Form does not need to be notarized\*\*\*\*\*\*

#### 44.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on June 23, 2022; and all bills received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.

Hand delivered Proposals are to be submitted in a scaled envelope clearly marked;

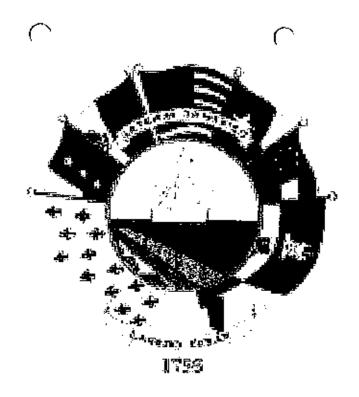
Proposal: Pump Regair Services - Utilities Department FY21-067

Proposals can be downloaded and submitted through Cit-E-Bid: https://eityoflaredo.ionwave.net/Logig.aspx

10

Hand Delivered:

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



## FY22-067 A-Squared Water Treatment Supplier Response

## **Event Information**

Number,

FY22-067

Title:

FY22-067 Pump Repair Services - Utilities Department

Type:

Request For Proposal

Issue Date: 5/31/2022

Deadline:

6/23/2022 05:00 PM (CT)

Notes:

#### MANUAL BID DROP-OFF PROCEDURES

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

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

the following:

Name of Proposal

- Name of Company submitting Proposal
- Address of Company submitting Proposal
- Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
- If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3<sup>rd</sup> floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

#### City Secretary's Office

#### Contact Information

Contact: Enrique Aldape (II 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

## A-Squared Water Treatment Information

Contact: Jesse Aguirre

Address: 6108 McPherson Rd. Suite 10

Laredo, TX 78041

Phone:

(956) 566-5032

Email:

aguirreman911@gmail.com

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

Jesse Aguirre

<u>aguirrema</u>n911@gmail.com

Email

Signature

Submitted at 6/23/2022 10:11:34 AM (CT)

## Supplier Note

Thank you for the opportunity. Jesse Aguirre

### Response Attachments

#### A-Squared - Laredo Pump Repair 2022 Bid.pdf

Pump Repair Services - Utilities FY22-067

#### **Bld Attributes**

#### 1 Award by Best Value

AWARD OF CONTRACT The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code, Three vendors will be awarded this contract. 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 compiled 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."

☑ i agree (i agree)

## 2 Questionnaire Description

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

## 3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

A-Squared Water Treatment

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

Since June 2022

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

None

6 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.

7 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, 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 surely agreement on the basis of default or in lieu of declaring the Business at default?

No

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

State if the Company is a certified minority business enterprise

This company is not a certified minority business

1 | 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.bx.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 Suilding 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.

_	_	
	1 1	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 lating questionnaire must be filed with the records administrator of the local governmental entity not later than the 70 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	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.
	3	Disclosure Form  For details on use of this form, see Section 4.01 of the City's Ethics Code.
1		This is a  New Submission
1	5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Jesse Aguine
6	3	Question 2. Contract Information  Please include the following: a)Contract or Project Name b)Originating Department  Pump Repairs Services - Utilities Department FY22-067
7	,	Question 3. Name of Individual(s) or entity(ies) seaking a contract with the city (i.e. parties to the contract)  A-Squared Water Treatment, LLC
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.
100	<u></u>	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(les) in this section.

No response

Question 5. List any individuals or entitles that will be subcontractors on this contract

Not Applicable

## 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

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

Not Applicable

# Question 6. List any afterneys, lobbylists, 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

## 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

## Question 7. Disclosure of political contributions

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

No response

## Updates on contributions required

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

## 2 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?

am not aware of any conflict of Interest

## 2 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

## 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.

2 ! have read and understand this section (I have read and understand this section)

## 3 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 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.

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## Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 178 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

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

### 3 Question 11. Oath

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

Jesse Aguirre (Owner)

A-Squared Water Treatment, LLC

June 23 2022

## 3 Question 12. Oath

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

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

## 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.elhics.state.bx.us/lec/1295-info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental enlity 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 cartification 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 seveл business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form in order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

## 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, fallure to read all specifications, instructions, and the contract documents, of the City shall not be cause to after 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 fallure 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.jonwave.net/Login.aspx (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Atternate 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. (a) Vandors 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.jonwave.net/Login.espx Malled 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 submittat 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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@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 edds 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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.bx.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 end budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three vendors will be awarded this contract.

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

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

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

#### 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 maifed 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.

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.

Agree to the Terms and Conditions (i Agree to the Terms and Conditions)

## 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 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

(c) Commercial Automobile Liability insurance at minimum combined single fimits 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:

 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,

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.

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 Leredo.

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 ilcenses must be inspected and verified for accuracy and validity before award of contract.

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

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

## 3 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT CERTIFICATION** 8y 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 beyoutt Israel and will not beyoutt Israel during the term of this contract. S.B. 252 (V. Tayfor/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.

\( \text{\text{\$\subset}} \) is certify to the terms and conditions () certify to the terms and conditions).

#### Contract Requirements

- **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.
- 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
- 1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of RFP Only\*\* 1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of Interest Involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
- 1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) implementation of House Bill 1295: In an effort to comply with state law the certificate of Interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided,

httos://www.ethics.state.bx.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, 2018. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted within the aliotted time otherwise this may result in the cancellation of the contract. This form must be submitted within the aliotted time otherwise this may result in the cancellation of the contract.

#### Changes to Form 1295:

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

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

3	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
3	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
_	I have read and understand this section (I have read and understand this section)
4	Required Upload Submittal
	Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)
	It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.
_	☑ Yes (Yes)
4	Required Upload Submittal
•	Section III: The bidder's past relationship with the City of Laredo (20 Points)
3	The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal. (3 References)
	Job Repair Pump Projects
	Contact (Name & Phone#)
<u>.</u>	☑ Yes (Yes)
3 je	Lines
1	Package Header
	Tab A: Vertical Turbine (Patterson)
	Quantity: 1 UOM: EA Total: \$417.00

## 

	1.3 Diagnostic Shop Labor Rate	
		25.00
-	1.4 Diagnostic Field Labor Rate	25.00
	Quantity: 1 UOM: Hourly Labor Rate Price: \$12.00 Total: \$1	2.00
	1.5 Percent of Discount Offered	2.00
	Quantity: 1 UOM: Percentage Total:	0%]
ľ	1.6 Repairs will be completed within in working days after receipt of order.	0,0,
	Quantity: 1 UOM: Working Days Price: \$30,00 Total: \$3	0.00
2	<sup>2</sup> Package Header	
'	Tab B: Horizontal Split Case (Patterson)	
·	Overlike 4 MOM FA	
	Quantity: 1 UOM: EA Total: \$53	0.00
	Package Items	
	2.1 Standard Shop Labor Rate	
	Quantity: 1 UOM: Hourly Labor Rate Price: \$125.00 Total: \$12	5.00
	2.2 Field Labor Rate	<u>\$.</u> \$0
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	2.4 Diagnostic Field Labor Rate	
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	2.6 Repairs will be completed within in working days after receipt of order.	
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3	Package Header	
	Tab C: Horizontal Split Case (Sulzer)	
ı	Quantity: 1 UOM: EA Total: \$530	
	item Notes:	J.00
	Package Items	İ
	3.1 Standard Shop Labor Rate	
	Quantity: 1 UOM: Hourly Labor Rate Price: \$125.00 Total: \$125	5.00
	3.2 Field Labor Rate	
.	Quantity: 1 UOM; Hourly Labor Rate Price: \$125.00 Total: \$125	5.00

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	3.3 Diagnostic Shop Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate Price:	\$125.00 Total:	\$125,00
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l	Quantity:1_UOM: Percentage	Total:	0%
l	3.6 Repairs will be completed within in working days after receipt of	f order.	
L	Quantity: 1 UOM: Working Days Price:		\$30.00
4	4 Package Header		
. :	Tab D: Vertical Turbine (Sulzer)		
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	Quantity: 1 UOM: EA	Total:	\$530,00
	Item Notes:		
	Package Items	<u></u>	
	4.1 Standard Shop Labor Rate		.==.
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į.	4.2 Field Labor Rate		
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. W .:	Quantity: 1 UOM: Hourly Labor Rate Price:	\$125.00 Total:	\$125.00
. 	4.4 Diagnostic Field Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate Price:	\$125.00 Total:	\$125.00
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	Quantity: 1 UOM; Percentage	Total:	0%
	4.6 Repairs will be completed within in working days after receipt of		
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5	5 Package Header		
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	Section E: Horizontal Split Case (Fairbanks)		
	Quantity: 1 UOM: EA	Total:	\$530.00
·	Item Notes:		4000.00
.	Package Items		
	5.1 Standard Shop Labor Rate		
	Quantity: 1 UOM: Hourty Labor Rate Price:	\$125.00 Total:	\$125.00
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ļ	5.3 Diagnostic Shop Labor Rate		•		
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l	5.4 Diagnostic Field Labor Rate				<b>V.20.00</b>
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$125.00	Total:	\$125.00
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	Quantity: 1 UOM: Percentage			Yotal:	0%
	5.6 Repairs will be completed within in working days a	fter receipt of on	der.		
_	Quantity: 1 DOM: Working Days	Price:	\$30.00	Total:	\$30.00
6	Package Header	· · · · · · · · · · · · · · · · · · ·			<u> </u>
	Tab F: Submersible (Sulzer/ABS)			_	
	Quantity: 1 UOM: EA		Total:		\$530.00
	Item Notes:				4000.00
<i>:</i> .	Package items				
	6.1 Standard Shop Labor Rate			-	·· <del>·</del>
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	6.2 Field Labor Rate				<u> </u>
٠.	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$125,00	Total:	\$125.00
	6.3 Diagnostic Shop Labor Rate			<u> </u>	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Quantity: 1 UOM: Hourty Labor Rate	Price:	\$125.00	Total:	\$125.00
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i	Quantity: 1 UOM: Percentage			7otal:	0%
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	Tab G: Vertical Turbine (Sulzer)				
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	Item Notes:				4000.00
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	7.1 Standard Shop Labor Rate				···
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$125.00	Total:	\$125.00
	7.2 Field Labor Rate			<b></b>	7 - 20100
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1	7.3 Diagnostic Shop Labor Rate		(		
	1	<u></u>		·	
	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$125.00	Total:	\$1 <u>25</u> .00
ĺ	7.4 Diagnostic Field Labor Rate				
l	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$125,00	Total:	\$125.00
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'	Quantily:1 UOM: Percentage			Total:	0%
	7.6 Repairs will be completed within in working days a	after receipt of	order.		
_	Quantity: 1 UOM: Working Days	Price;	\$30.00	Total:	\$30.00
8	Package Header		<u> </u>		
	Tab H: Vertical Turbine (Smith Purm)		· <u>- · · · · · · · · · · · · · · · · · ·</u>		<del></del>
	Quantity:1 UOM: EA		T-1-1	<del></del>	****
	Item Notes:		Total;		\$ <u>530.8</u> 0
	Package Items				
	8.1 Standard Shop Labor Rate		<del>-</del>		
١.	Guantity: 1 UOM: Hourly Labor Rate	Price;	\$125.00		
	8.2 Field Labor Rate	Price: [	\$125.00	Total:	\$125.00
٠.	Quantity:1 UOM; Hourly Labor Rate	<b>.</b>			
	8.3 Diagnostic Shop Labor Rate	Price;	\$1 <u>2</u> 5.00	Total:	\$125.00
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	Quantity: 1 UOM: Hourly Labor Rate  8.4 Diagnostic Field Labor Rate	Price:	<b>\$12</b> 5.00	Total:	\$125.00
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: :	Quantity: 1 UOM: Percentage		· · · · · · · · · · · · · · · · · · ·	Total:	0%
	8.6 Repairs will be completed within in working days a		order.		
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	Tab I: Horizontal Split Case (Peerless)		<del></del>	-	
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	Quantity: 1 UOM: EA		Total:		\$530.00
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	9.1 Standard Shop Labor Rate		,		
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	9.2 Field Labor Rate			<u> </u>	
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	9.3 Diagnostic Shop Labor Rate	,			
	Quantify: 1 UOM: Hourly Labor Rate	Price:	\$125.00	Total:	\$125.00
Ĺ	9.4 Diagnostic Field Labor Rate				
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ĺ	Quantity: 1 UOM: Percentage			Total:	0%
	9.6 Repairs will be completed within in working days a	fter receipt of orde	r,		
	Quantity: 1 UOM: Working Days	Price:	\$30.00	Total:	\$30.00
10	Package Header		:		
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-	Tab I: Submersible (Fairbanks)				
-	Quantity: 1 UOM: EA		Total:		\$417.00
	Item Notes:				
	Package Items		· <u>-</u>		
	10.1 Standard Shop Labor Rate				
	I —	Price:	\$125.00	Total:	\$125.00
	10.2 Field Labor Rate				
:		Price:	\$125.00	Total:	\$125.00
	10.3 Diagnostic Shop Labor Rate		_		
,		Price:	\$125.00	Total:	\$125.00
	10.4 Diagnostic Field Labor Rate				
·		Price:	\$12.00	Total:	\$12.00
	10.5 Percent of Discount Offered				
	Quantity: 1 UOM; Percentage	·		Total:	0%
	10.6 Repairs will be completed within in working days a	_	$\overline{}$	r	
	Quantity: 1 UOMt Working Days	Price:	\$30.00	Total:	\$30.00
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	Tab K: Vertical Turbine (Pecrkess)				<u> </u>
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	Quantity:1 UOM: EA		Total: [		\$530.00
	Package Items	_		·- ·- ·- ·	
	11.1 Standard Shop Labor Rate		,		
		Price:	\$125.00	Total:	<b>\$125.00</b>
	11,2 Field Labor Rate	<del></del>			
	Quantity: 1 UOM: Hourly Labor Rate	Price:	<b>\$125.00</b>	Total:	\$125,00

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	11.3 Diagnostic Shop Labor Rate		•		
].   	Quantity: 1 UOM: Hourly Labor Rate  11.4 Diagnostic Field Labor Rate	Price:	\$125.00	Total:	<b>\$</b> 125.00
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	Quantity: 1 UOM: Working Days	Price:	\$30.00	Total:	\$30.00
1 2	Package Header				· .
 -	Tab L: Horizontal Split Case (Aurora)	_			
•	Quantity: 1 UOM: EA	············	Total:		\$530.00
	Package Items				
	12.1 Standard Shop Labor Rate		<del></del> -	· · · · · · · · · · · · · · · · · · ·	
	Quantity: 1 UOM: Hourly Labor Rate  12.2 Field Labor Rate	Price;	\$125.00	Total:	\$125.00
	Quantity: 1 UOM: Hourly Labor Rate  12.3 Diagnostic Shop Labor Rate	Price:	\$125.00	Total:	\$125.00
	Quantity: 1 UOM: Hourly Labor Rate  12.4 Diagnostic Field Labor Rate	Price:	\$125.00	Total:	\$125.00
1.00	Quantity: 1 UOM: Hourly Labor Rate  12.5 Percent of Discount Offered	Price:	\$125.00	Total:	\$125.00
	Quantity:1 UOM: Percentage  12.6 Repairs will be completed within in working days	after receipt of	order.	Total:	0%
	Quantity: 1 UOM: Working Days	Price:	\$30.00	Total:	\$30.00

Response Total: \$6,134.00



## CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION FORMAL INVITATION FOR PROPOSALS

## PUMP REPAIR SERVICES UTILITIES DEPARTMENT

#### Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

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: <a href="https://cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas - 78040 until 5:00 P.M on June 23, 2022; and all bids received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.

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

Proposal: Pamp Repair Services – Utilities Department FY22-067

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

https://cityofleredo.jonwave.net/Login.aspx

Hand Delivered:

City of Laredo - City Secretary

C/O Juse A. Valdez Jr. City Hall - Third Floor

1110 Houston Street Laredo, Texas 78040

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

## MANUAL BID DROP-OFF PROCEDURES

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

Please make sure that the proposal is in a scaled envelope marked with the following:

Name of Proposal

of Company submitting Proposal

Name of Company submitting Proposal Address of Company submitting Proposal

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

3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office



## City of Laredo Purchasing Division

## Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting seeled proposals, subject to the Terms and Conditions of this invitation for Proposals and other contract provisions, for swarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division. Copies of the specifications may be obtained from the Finance Department — Purchasing Division, 5512 Thorses Ave., Laredo, Texas 78041 or by downloading from our website: <a href="https://eitvoilaredo.ionwave.net/Login.asgx">https://eitvoilaredo.ionwave.net/Login.asgx</a> Proposals will be received at the City Scoretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on June 23, 2022 and all proposals received will be opened and publicly acknowledged on June 24, 2022 at 10:00 AM.

Hand delivered proposals are to be submitted in a scaled envelope elearly marked:

Proposal: Pasup Repeir Services - Utilities Department FY22-067

Proposals can be downloaded and submitted through Cis.E.Bid;

https://citvofleredo.ionwaye.net/Login.aspy

Hand Delivered:

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

Larodo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 318 DAY OF MAY 2022.

Jose A. Valdez Jr.

## 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, fallure 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 vandor.

(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.

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

(d) Proposed delivery time must be shown and shall include business days.

(e) Vandors will not include Pederal taxes or State of Taxas 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.

DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective 2.0 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 Latedo 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, ventors will be required to furnish the items as specified.

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 faceimile proposals will not be considered.
- 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.

REJECTION OF PROPOSALS The City may reject a proposal if: 4.0

(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 axisting 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.

- (c) 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.
- No proposal submitted herein shall be considered, unless the version 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.

The City may reject all proposals or any part of a proposal whenever it is decined necessary.

(h) The City may wrive any minor informalities or irregularities in any proposal.

WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened 50 unless approved by the City Council.

LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the €.0 submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

CLARIFICATION AND PROTEST PROCEDURE

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 elseification or additional information must be submitted in writing through anail or the Questions & Responses section on the Cit-R-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador,

5512 Thomas Avenue. Laredo, Texas 78041

nipescador@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 coupleyee 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.

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 FURCHASING AGENT

Miguel A. Pescador 5512 Thomas Avenua Larado, Texas 78041 moescador@ci.larado.tx.us

Within five (5) business days of receiving a tanely 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 smount 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.

19.0 AWARD OF CONTRACT The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code, Three vendors will be awarded this contract. Definition of the lowest responsive and responsible bidder as per the lustitute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully compiled with all of the bid requirements and whose part 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 Vender until a Vender 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. Pollowing 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 the 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:

 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.
- 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 involces must show the purchase order number and invoices shall be legible. Items billed on invoices abould 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 most 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: ilolly@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) hazarda. 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 firmits 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 our 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 Rudorsement, 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,
- 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 my 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-recewal 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.

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 Taxes 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 berein.
  - 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.
- (f) Cortificates of insurance are always subject to review and approval from the City of Laredo Risk Management,
- (k) Specialty certificates and linenses must be inspected and verified for accuracy and validity before awarding the
  - (I) 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 Ethica.

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 (RPQ) 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 AFFIDAVII (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 growing 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 affigut 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 Larodo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURB FORMS (Attached)

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

- Company Information Questionnaire,
- Signed Price Schedule,
- Conflict of Interest Questionnaire,
- 4. Non-Collusive Affidavit
- Discretionary Contracts Disclosure

Certificate of Interested Parties (Form 1295) \*\*Upon Award of Proposal Only\*\*
 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

13.5

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 cartificate of interested parties must be filled out once a vender has been granted a contract. All of this information can be found on the state of Taxas website, please use this link provided, https://www.ethics.statc.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 in 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.

14.6 DISOUALIFICATION & 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-698 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 firmish a copy of the certification.

Additionally, in accordance with Chapter 2270, Taxas 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: (i) 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 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-Lobhying 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 as 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 my 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 Proposals Pump Repair Services -HVAC Repairs Water Treatment Plants Utilities Department

- Scope of Work The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or website: WWW.cityoflaredo.com https://cityoflaredo.jomyave.net/Logia aspx through Cit-E-Bid:
- All questions for this proposal shall be submitted through Cit-B-Bid or by small no later than, June 10, 2022 at 15.1 2:00 PM to: Email: esidanc@oi.lareio.tv.us
- Bidders are required to solunit their proposals upon the following expressed conditions: 15.2 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 be reafter 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.
- Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter 15.3 and/or applicable City Ordinances, State and Federal Statutes.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. 15.4
- 16.0 General Requirements The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or unsterial costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fall under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal diseasembly are
- 17.0 Job Completion Job completion time for typical repairs under the terms and conditions of this contract are \_\_ days from date of job order. Bidder's business hours: From: 8 a.m. to 5 p.m. 18.0
- On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday 18.1 excluding City bolidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities
- When verdors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right 18.2 to purchase contract materials on the open market and charge the contract vendor the price difference.

- 18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via c-meil.
- 18.5 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 providing any service.
- 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) and labor rates. All items must show unit prices 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.
- 18.7 Revision of Manufacturer's price list(a): The bid will be based on manufacturer's latest dated price list (a). 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).
- 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 sufficient representatives to inspect the partinent 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.
- 18.9 All parts and services provided must be equal to or better than the original part and service.
- 18.10 Bids for parts exceeding the suggested OFM retail price will be rejected.

## 19.0 General Repair Specifications

The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.

19.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shell maintain same pump nomenclature in all invoices and correspondences

#### 20.0 Equipment

Below is the list of the equipment but not limited to various stations.

14	R -					
<u>Hem</u>	<u>Ритр Туре</u>	Brand	GPM	IDH	HP	RPM
#1	Vertical Turbine	Patterson	10417	167		_
#2	Horizontal Split Case Cent.				600	1195
	TWITTOUTET SPILL CARS CRUE	Patterson .	6945	258	600	1180
#3	Horizontal Split Case Cent.	Sulzer	13889	275	1250	1191
#4	Vertical Turbine	Sulzer				
#5			14616	36.3	200	1175
	Horizontal Split Case	Fairbanks	3000	100	100	1180
#6	Submersible	Sulzer / ABS	11000	80		
#7	Vertical Turbine				275	1190
#8		Solzer	10500	1 <b>8</b> 5	6100	1200
**	Vertical Turbine	Smith Pump	10500	200	680	890
		•			***	474

					_
#9 Horizontal Split Case #10 Submersible #11 Vertical Turbine #12 Horizontal Split Case	<u>Brand</u> Peerless Fairbanks Peerless Aurora	<u>OPM</u> 3800 10500 300 5000	TDH 320 80 300 245	HP 400 300 65 400	RPM 1770 720 3540

## 20.1 <u>Material Allowance: \$100,000.00</u>

The materials mark-up required to complete the pump repairs on COL pumps. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.

### 21.0 Repair Services

- 21.1 Ropair of centrifugal horizontal split case, submersible, and vertical turbing pumps.
- 21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump tepairs, and transportation for pickup/delivery.
- 21.3 Field support and technical services related to the removal, re-installation, and troublesbooting of the various pump systems.

#### 22.0 Invoke

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

- 22.1 The invoice must contain the following information:
  - 22.1.1 (i) Purchase Order unmber
  - 22.1.2 (2) Parmp Station name, model and serial numbers
  - 22.1.3 (3) Invoice number
  - 22.1.4 (4) Invoice Date
  - 22.1.5 (5) Description of service
  - 22.1.6 (6) Bill of materials
  - 22.1.7 (7) Invoice total
  - 22.1.8 (8) Contractor's name and address
  - 22.1.9 (9) Contractor's contact with phone number and e-mail address.
- 22.2 All materials or parts shall be of equal or better quality than original.
- . 22.3 The Contractor's facility may be subject to inspection at any time by City of Leredo.

#### 23.6 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

City of Lartic Purchasing Division, 5512 Thomas Ave., Leredo, Texas 78041 (956) 754-1733 Fan (956) 790-1805 Erasil galdispo@cci larcein.tx is Page 12 of 43

- 23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.
- 23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.
- 24.8 Shipment Shipment preparations shall include the following:
- 24.1 Contractor shall ship the equipment empty (free of Inbricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 24.2 Unprotected metal surfaces shall be protected against corresion. Pump and components shall be secured and supported to prevent damage during shipping.
- 24.3 All pump openings shall be covered adequately to protect pump during shipment.
- 24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 24.5 Confractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair, City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.
- 24.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.
- 25.0 Documentation
- 25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corresion resistant metal and have stamped or engraved lettering, and shall include the following information:
  - 25.3.1 Equipment.
  - 25.3.2 Model and Secial Numbers.
  - 25.3.3 Manufacturer.

25.3.4 GPM/Head.

25.3.5 HP.

25.3.6 Impeller Diameter.

25.3.7 RPM.

25.3.8 Date,

## 26. Service Specifications

- 26.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
- 26.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, <u>City of Laredo prefers ORM parts.</u>
- 26.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 26.4 During to assembly, Contractor shall cost fastener threads with a durable anti-corrector/anti-seize compound unless otherwise specified by City of Lacedo.
- 26.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.
- 27.0 Pump Tear Down Inspection and Quete
- 27.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 27.2 When directed by City of Laredo, on Vertical Turbino Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or addy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.
- 27.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.
- 27.4 Contractor shall provide projected completion and delivery dates with each repair estimate.
- 28.0 Pump & Motor Repairs
- 28.1 All repairs shall be made to carrent pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.

- 28.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 78.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impelters, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.
- After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and east iron parts shall be coated using an NSF 60 certified Pusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water spoxy, or similar product approved by City of Laredo.
- 28.5 Pump balancing, assembly, and application of coating for impelier shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 28.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 28.7 Centractor shall replace all miscellaneous rusted hardware such as duts, bolts and washers or other fasteners with like materials, compabble with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 28.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended subrication level on the pump housing.
- 28.9 Contactor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 28.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable inclustry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.

#### 28.11 <u>Dynamic Balancine</u>:

- 28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an ANSI S-2.19 / ISO 1940-1986 Balance Quality Grade G2.5 or batter.
- 28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 28.12 The scope of work shall include the rebuilding, repairing, and overhanding of vertical submersible pumps with respective motor, horizontal split case, vertical overhang bearing, and vertical turbine pumps.

- 28.13 Repairs shall include, but are not famited to: problem diagnosis, disassembling, replacing wear ring clearance, sleaves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 29.0 Field & Technical Support Services
- 29.1 Contractor must be able to provide field and technical support. Support personnel should:
  - 29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.
  - 29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.
  - 29.1.3 Be qualified to assist in pump installation and operation.

### 30.0 Award of Contract

The contract will be awarded to multiple bidders and based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. Three vendors will be awarded this contract. 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."

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.

#### 31.0 Term of Contract

The term of this contract shall be for a period of one (I) year beginning as of the date of its execution. The contract may be extended for three, additional one (I) 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 therafore. 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.

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

31.2 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 displosure is made under outh 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.

32.0 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 famished 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 cencel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive hids. Documentation may be emailed to mpescador@oi.leredo.tx.us

33.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City clocts to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

Negotiations may be conducted with responsible Proposer who submits a proposal determined to be 33.1 reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

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

Sections	Criteria Contractor's Profile & Qualifications, Experience & Location	Max Points
	(35.0) Pricing & Discount (36.0)	30
E	The bidder's post relationship with the City of Laredo (37.0)	<u>50</u> 
L	Total	100

## Rating of Definitions for 10 point Method

%	Reting	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	and and an appecial controller.
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	The state of some criteria minimally.
40	Poor	Masts some criteria at minimum acceptable level.
50	Average to Poor	The second of the second secon
60	Average	Adequately meets most criteria.
70	Good to Average	Associated harois must critistis.
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all
100	Excellent	Parceds all required criteria and provides additions benefits in most areas.

## Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	D. S. C Trop. 1 a 7.7
I	Contractor's Profile & Qualifications, Experience &	30	70%	Points x Weight
<u> </u>	Location (35.0)		1072	21.00
	Pricing & Discount (36.0)	50	80%	40.00
	The bidder's past relationship with the City of Laredo (37,0)	20	90%	18,00
Total Score				79.00

## 34.0 Required Submittels

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

Section I: Contractor's Profile & Ouglifications, Experience & Location (30 Points) It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.
How will you meet required turns round time for service repair? Please provide location of your company and how it will belp in servicing this contract. (Location & Service)  We will coordinate with Utilities Department so that spare parts are in Stock. We are located in the City of Laredo and expect to mobilize with in resonable time.
Describe how your company is qualified to service this contract?  We have over 30 years in the pump business and have multiple pump repairs.
Business hours are from A.M. to 5 P.M. 5 days per week.  Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the day assist in verifying their ability to
and the with your work.
1. Number of people employed:
2. Average years of experience of current employees: 30 years
3. Total number of certified techniciens: 2
Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement?  Yes
We utilize operation and manuals provided by Dump manufacture to determine industry standard hours to make hours to make repairs
Warranty
Please include days, months, or year of your warmanty for repairs.
Varies from 6 months to 14 car Warranty  City of Laredo Purchesing Division, 5512 Thomas Ava, Laredo, Taras 78041 (959) 794-1733 Pac (950) 790-1801 Ernell entire Col. 1 to 1801

# 36.6 Section II: Price Schedule (50 Points) An evaluation of the pricing to the City of Larede - Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

36.1 <u>Tab A: Vertical Turbine (Patterson)</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 125,00	
Field Labor Rate	\$ 125.00	
Diagnostic Shop Lubor Rate	\$ 125.00	
Diagnostic Field Labor Rate	\$ 125.00	

Contract pricing is requested on pump and parts.

The City reserves the night to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	
Product identification (Mfr.)	N/A-
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

#### 36.2 <u>Tab H: Horizontal Split Case (Patterson).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 12500	<del></del>
Pield Labor Rate	\$ 125.00	
Diagnostic Shop Labor Rate	\$ 12500	<u>.</u> .
Diagnostic Field Labor Rate	\$ 12500	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, afterwarket parts may be acceptable on a case by case basis.

Percent of discount offered	
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (Le. distributor, net, wholesale	NA

36.3 <u>Tab C: Horizontal Split Case (Sulzer).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Солитентя
Standard Shop Labor Rate	\$ 125.00	
Field Labor Rate	\$ 125.00	<del></del>
Diagnostic Shop Labor Rate	\$ 175 @	
Diagnostic Field Labor Rate	\$ 12500	<del></del>

Contract pricing is requested on pump and purts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0_%
Product identification (Mfr.)	N/A
Type price schedule (desler, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, pet, wholesale	NA

36.4 <u>Tab D: Vertical Turbine (Suizer).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 12500	
Field Labor Rate	\$ 12500	·
Disgnostic Shop Labor Rate	\$ 12500	<del></del>
Diagnostic Field Labor Rate	\$ 12500	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfz.)	NA
Type price schedule (dealer, jobber, etc.)	N/A-
Price schedule column on which discount is based (i.e. distributor, net, wholesale	NA

#### 36.5 <u>Tab E: Horizontal Split Case (Fairbanks)</u>. Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 17500	<del></del>
Field Labor Rate	\$ 12500	
Diagnostic Shep Labor Rate	\$ 12500	
Diagnostic Field Labor Rate	\$ 125.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0_%
Product identification (Mfr.)	N/A-
Type price schedule (dealer, jobber, etc.)	NIA
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A-

#### 36.6 <u>Tab F: Submersible (Sulzar/ABS).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 12500	<u>-</u> -
Field Labor Rate	\$ 12500	<del></del>
Diagnostic Shop Labor Rate	\$ 12500	
Diagnostic Field Labor Rate	\$ 12500	<del></del>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	
Product identification (Mfr.)	N/A-
Type price schedule (dealer, jobber, etc.)	NA
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

36.7 <u>Tab G: Vertical Turbine (Sulzer).</u> Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 12500	<del>-</del>
Field Labor Rate	\$ 12500	
Diagnostic Shop Labor Rate	\$ 12500	·
Diagnostic Field Labor Rate	\$ 12500	<del></del>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A-
Type price schedule (dealer, jobber, etc.)	N/A-
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A
_	_ <del></del>

36.8 <u>Tab H: Vertical Turbine (Smith Pump).</u> Contract pricing is requested on service.

<del></del>	Labor Rate/Hour	Comments
Standard Shop Labor Rate	s 125.00	
Field Labor Rate	\$ 12500	
Diagnostic Shop Labor Rate	\$ 125.00	
Diagnostic Field Labor Rate	\$ 125,00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A-
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A
A	<del></del>

#### Tab I: Horizontal Split Case (Peerless). 36.9 Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 125.00	
Field Labor Rate	\$ 12500	<del>-</del>
Diagnostic Shop Labor Rate	\$ 12500	
Diagnostic Field Labor Rate	\$ 12500	<u> </u>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, not wholesale	N/A

## 36.10 <u>Teb J: Submersible (Fairbanks).</u> Contract pricing is requested on service.

· 	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 12500	
Field Labor Rate	\$ 12500	<del>_</del>
Diagnostic Shop Labor Rate	\$ 12500	
Diagnostic Field Labor Rate	\$ 12500	<u></u>

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	A//A
Type price schedule (dealer, jobber, etc.)	1/4
Price schedule column on which discount is based (i.e. distributor, not, wholesale	N/A-
20	<del></del>

Repairs will be completed within 50 working days after receipt of order.

Business bours are from 8 A.M. to 5 P.M. 5 days per week

### 36.11 <u>Tab K: Vertical Turbine (Poerless)</u>, Contract pricing is requested on service.

Labor Rate/Hour	Comments
\$ 17500	
\$ 12500	
	\$ 125.00 \$ 125.00 \$ 125.00 \$ 125.00

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A-
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A-

## 36.12 Tab L: Horizontal Split Case (Aurora). Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 17500	_ <del>_</del>
Fisld Labor Rate	\$ 125.00	
Diagnostic Shop Labor Rate	\$ 125.00	<del>-</del>
Diagnostic Field Labor Rate	\$ 12500	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be soceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	NA
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

## 37.0 Section III: The bickler's past relationship with the City of Large (20 Points)

The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects	Contact (Name & Phone#)			
1) Lity of Donna	Jonas Gonzalez	(956)464-7861		
2) City of Pharr	Ruben Rosales	(956)310-9821		
3) City of Weslaco	Marcelo Cosme	(956)511-7481		

## 38.6 Required Fermat and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Colladye Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

#### 39.0 Bidder Information Operationnaire

# 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 collasion 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 suppleyee or agent to any other person engaged in this type of business prior to the efficial opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions sipulated 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 type and correct.

Name of Offeror (Business) A- Squared Water Treatment LLC
Signature Of person authorized to sign bid
Print Name Jesse Aguirre
of person authorized to sign bid
Business Address: 6108 Mc Pherson Rd. Ste. 10
City, State, Zip Code: Laredo, TX 78041
Tolephone Number: (156) 566-5032 Fax Number:
Contact Person Email Address: aguirreman 911@gmail. com
Federal Tax ID Number:
Bidders Principal/Corporate Place of Business Address; Same as above
Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other: LC
if other state business status:
State how long under its present business name: June, 2022
If applicable, list all other names under which the Business identified above operated in the last five years.
Will bldder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Ye) / No

PURCHASING DIVISION
Has the business, or any officer or pertuer thereof, falled 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 issues.
Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.
Has the Business been deberred, 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.)
Es 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 lice 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 damagness penalty provisions been assessed against the Husiness for failure to complete work on time or for any other reason? Yes / No.
tate if company is a cartifled minority business enterprise:  Instocically Underutilized Business (HUB):  Yes No Disadvantaged Business Rutsrprise (DBE): Yes No
mail Directvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify
his 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 Chy will make with any given company

#### 48.0 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 78840, 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

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 misdomeanor.

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:

- ŧ. Mayor
- Council Members
- 3. City Manager
- Members of the Fire Fighters and Police Officers Civil Service Commission.
- Members of the Pinning and Zoning Commission. 5.
- Members of the Board of Adjustments 6.
- Members of the Building Standards Board 7.
- Parks & Leisure Advisory Committee Member, 8.
- Historic District Land Board Member,
- 10. Ethics Commission Beard Member,
- 11. The Board of Commissioners of the Laredo Housing Authority
- 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

PURCHASING DIVISION	
V	·
HAVE READ THIS FORM AND ATTEST THAT THERE IS NO COMPLICT OF INTEREST THUS IN GOVERNMENT CODE EXISTS.	O VIOLATION OF SECURISH AND DESCRIPTION
Jesse Adjuste	a sidestings on section sufficer FDCY
6-23-2012	
Disk	
CONFLICT OF INTEREST QUESTIONNAIRE	<b>E</b> 0.514 4
For vendor or other person doing business with local governmental entity	FORM CIQ
	•
This questions aire reflects changes made to the law by H.B. 1491, 50th Leg.,	OFFICE VIEW
	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who isses a business relationship as defended in	Decs Received
Code by a person who has a business relationship as defined by Section 178.001(f-e) with a business relationship as defined by Section 178.001(f-e) with a	3
ocal governmental entity and the person mueta requirements under Section 178.001(f-e) with a	<b>' </b>
BY RW INS OURNIOTTAINS must be Seed use the many transfer of the seed of the s	1
By law this questionnaire must be filed with the records administrator of the local governmental shifty not later than the 7th business day after the date the next 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. She Section 478 age.	1
The control of the co	i
NOCITION COMMING ON Affice as I Management I was a second of the second	
	<b>.</b> .
realise of person who has a business relationship with level recommend.	
Name of person who has a business relationship with local governmental entity.	ļ ·
relation of person who has a business relationship with local governmental entity.	
remote or person who has a business relationship with local governmental entity.	! 
Check this box if you are filling an update to a previously filed questionnaire.	<u>.</u> 
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CTTY OF LARIDO PURCHASING DIVERON

#### AFFIDAVIT

**Project**:

Form of Noz-Colineve Affidevit

STATE OF TEXAS ()
COUNTY OF WERE ()

**AFFIDAVIT** 

Being first duly twom, deposes and says:

That he/she is 9650 He

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or ahars; that said Bidder has not collusive, conspiced, considered or agreed directly or indirectly, with my Bidder or Person, to put in a shem bid or to refrain from bidding, and has not in any manner, directly or indirectly, strains by agreement or confusion, or communication or confusion, with any person, to fix the bid prior to reflict or of any other Bidder or to fix any overhead, profit or confusion of said bid prior, we of that of any other Bidder, or to second say advantage against the City of Lancto or any person interested in the proposal.

Signature of:

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

Subscribed and sworn before me this 22 water of 100 20 20

My seemboles expires

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Natury Patrick

42.0

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 enswered.

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City of Lando Purcharing Division, 5512 Thomas Are., Lando, Texas. 78841 (956) 794-1733 Pex (956) 790-1805 or S-mail galding Qci ferrolo ix as Page 38 of 43

My let hay been retained at another than the beauty obtained in the contract
Most applicable. No subcontractors will be retained for this contract.
Subcontractors may be retained, but have not been selected at the time of this submission.
List of subcontractors:
Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:
*7. Disclosure of political continue
List any compaign 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 condidate for City Council, or to any political action committee that contributes to City Council elections.
<ul> <li>a) Any individual seeking contract with the city (Question 3)</li> <li>b) Any owner or officer of entity scaking contract with the city (Question 3)</li> <li>c) Any individual or owner or officer of any entity listed above as partner, perent, or subsidiary business (Question 4)</li> </ul>
<ul> <li>d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)</li> <li>e) The spouse of any individual listed in response to (a) through (d) above</li> <li>f) Any attorney, lobbylst, or consultant retained to assist in secking contract (Question 6)</li> </ul>
(Not applicable. No campelen 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 confect 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 Ethios Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO PURCHASING DIVISION (i) am not aware of any conflict(s) of interest issues under Section 2.01 of the Biblics Code for members of City Council or a city board/commission. I am aware of the following conflict(s) of interest: \*Acknowledgements Undates 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. Tho Contract with City Officials or Staff during Contract Evaluation I understand that a person or spirity 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 hate the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethica 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. If soknowledge that I have been advised of the requirement to file a CIQ form under Chapter 175 of the Local Government Code \*Oeth I sweer or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete, Name (Print)

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

Company or DBA

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



## 43.0 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 centract. All of this information can be found on the State of Texas website, please use this link provided, <a href="https://www.ethics.atate.tx.na/tec/1295-Info.htm">https://www.ethics.atate.tx.na/tec/1295-Info.htm</a>.

#### Implementation of House Bill 1295

#### 43.1 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.

#### 43.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new fitting 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. Apolication

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTE	ERESTED PARTIES		FORM 129
Complete Nos. 1 - 4 and 8 if th Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. If there are no interested parties	OFF	ICE USE CHLY
Name of business entity filing form, entity's place of business.  Name of governmental entity or state which the form is being filed.		1	
Provide the identification number us and provide a description of the goo	ed by the governmental antity or star	e agency to track or les	ntify the contract
	Display of Charles	he contract.	
Natur of Interested Party	Chip State, Country (place of business)	Making of Interes	t (etrock applicabl
	(tares of brisspess)	Controlling	Intermediary
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Chank only if there is NO Interested P	arty.		<u> </u>
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Sworn to and subscribed belong me, by the sai of, as;, no certify	id		
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Signature of officer eximinationing onth	Printed name of officer editablishing of	eth Tille of office	Christian Carlo

#### 44.0 Venders Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1116 Houston St., 3<sup>rd</sup>, floor, Leredo, Texas 78040 antil 5:00 P.M on June 23, 2022; and all bids received will be opened and publicly arknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.

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

Proposal: Pump Repair Services - Utilities Department FY22-067

Proposals can be downloaded and submitted through Cir-E-Bid: https://cityoflaredo.jonwave.net/Login.aspx

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Hand Delivered:

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 44th Leg., Regular Session.  This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Serion 178 0014 at 188 a testing the serion 178 0014 at 188 a testing the serion 178 0014 at 188 a testing the serion 178 0014 at 188	OFFICE USE ONLY
wendor meets requirements under Booken 176,006(a).	1000
By key this quiestionneitre trust be fied with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of tacks that require the statement to be field. See Saction 176.006(e-1), Local Government Code.	
A vandor commits an offense if the vandor knowingly Molates Baction 176,006, Local Government Code. An offense under this section is a misdamosaux.	1
Herze of vondor who has a business relationship with local governmental entity.	1
Check this box if you are fling an update to a previously filed questionnaire. (The law) completed questionnaire with the appropriate filing authority not later than the 7th business your became aware that the originally filed questionnaire was incomplete or inscodrate.	equires that you file an updated so day efter the date on which
Name of local government officer about whom the information is being disclosed.	<u> </u>
Name of Officer  Describe each employment or other business relationship with the ideal government officer, as described by Section 178.063(a)(2)(A). Also describe any other business are described by Section 178.063(a)(2)(A).	
officer, as described by Section 178.063(a)(2)(A). Also describe any family relationship with Complete subparts A and B inheach employment or business relationship described. Attack on processory.	h the local government officer. It additional pages to this Form
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Check this box if the vendor has given the local government officer or a family member (es described in Section 176.003(s)[2)(B), excluding gifts described in Section 178.0	of the officer one or more gifts. 03(a-1).
Bigrature of vendor dotog business with the governmental entity	
om provided by Texas Etrics Commission www.ethlor.state, k.ue	***
IN1##	Revised 1/1/2021

## Form W-9

(Nev. October 2018) Department of the Traces, y Internal Personal Service

## Request for Taxpayer Identification Number and Certification

▶ Go to averwire gov/FormW9 for instructions and the 'atest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required by it is in	instructions and the 'at-	est informatik	ત્રા.	1 04110	of the ins.		
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