



FY24-114 Police & Passenger Car Tires- Fleet
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Supplier Response

Event Information

Number: FY24-114 Police & Passenger Car Tires- Fleet
Title: Police Package Tires & Passenger Car Tires - Fleet Department
Type: Invitation For Bid
Issue Date: 9/24/2024
Deadline: 10/16/2024 05:00 PM (CT)
Notes: **The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.**

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

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com
Web Address: www.stmtires.com

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

Richard Conwill

Signature

Submitted at 10/14/2024 01:44:02 PM (CT)

gov-sales@stmtires.com

Email

Response Attachments

_Form_1295.pdf

1295

COQ FORM AND INSTRUCTIONS.pdf

COQ

Fleet FY24-114 Police Car Tires 9.20.24.doc.pdf

FY24-114

Non-Collusive_Affidavit_Form (4).pdf

Non collusive

Bid Attributes

| | |
|--|---|
| 1 Award By Section | This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes |
| 2 Questionnaire Description | "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct". |
| 3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid | Southern Tire Mart, Richard Conwill 877-786-4681 |
| 4 Terms and Conditions for Request for Bids | TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once |

the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid

deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions

5 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions

6 Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

I have read and understand this section

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| 7 | <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</p> <p>Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p> |
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| 8 | <p>Questionnaire Description</p> <p>"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".</p> |
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| 9 | <p>Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid</p> <p>Southern Tire Mart LLC. Richard Conwill 877-786-4681</p> |
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| 10 | <p>State how long under has the business been in its present business name</p> <p>23 years</p> |
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| 11 | <p>If applicable, list all other names under which the Business identified above operated in the last five years</p> <p>Not applicable</p> |
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| 12 | <p>State if the Company is a certified minority business enterprise</p> <p>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.</p> |
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| 13 | <p>Questions Part 1</p> <p>1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?</p> <p>No</p> |
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| 14 | <p>Questions Part 2</p> <p>1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?</p> <p>No</p> |
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| 15 | <p>State if the Company is a certified minority business enterprise</p> <p>Other</p> |
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16 Conflict of Interest Disclosure
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

17 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.

18 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?

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

20 This is a

21 Question 1. Name of person submitting this disclosure form
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

22 Question 2. Contract Information
Please include the following: a)Contract or Project Name b)Originating Department

23 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

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| 2 4 | Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/> |
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| 2 5 | Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="N/A"/> |
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| 2 6 | Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/> |
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| 2 7 | Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="N/A"/> |
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| 2 8 | Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/> |
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| 2 9 | Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="N/A"/> |
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| 3 0 | Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/> |
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| 3 1 | Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="N/A"/> |
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| 3 2 | 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. |
|--------|--|

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| 3 3 | Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="text" value="I am not aware of any conflict of interest"/> |
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| 3 4 | 8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <input type="text" value="N/A"/> |
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| 3 5 | Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section |
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| 3 6 | Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section |
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| | |
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| 3 7 | 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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised |
|----------------------|--|

| | |
|----------------------|--|
| 3 8 | Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="Richard Conwill Director of Government Sales Southern Tire Mart LLC 10/10/2024"/> |
|----------------------|--|

| | |
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| 3 9 | 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. <input checked="" type="checkbox"/> I swear or affirm information is correct |
|----------------------|---|

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| 4 0 | Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. <input type="text" value="No response"/> |
|----------------------|---|

Bid Lines

| | |
|----------|-----------------------|
| 1 | Package Header |
|----------|-----------------------|

Section I: Police Package Tires

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

1.1 P255/60R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 450 UOM: EA Price: Total:

Supplier Notes:

1.2 P265/70R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

1.3 P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

1.4 P235/50R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

1.5 P245/55R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Police)

Quantity: 400 UOM: EA Price: Total:

Supplier Notes:

1.6 P255/60R18 108V(Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial)

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

2 Package Header

Section II: Passenger Car Tires

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

2.1 LT215/85R16 HWY RIB 10 Ply

Quantity: 24 UOM: EA Price: Total:

Supplier Notes:

2.2 LT235/85R16 HWY RIB 10 Ply

Quantity: 64 UOM: EA Price: Total:

Supplier Notes:

2.3 LT235/75R15 HWY RIB 6 Ply

Quantity: 16 UOM: EA Price: Total:

Supplier Notes:

2.4 P265/65R17HWY RIB STD LOAD

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.5 P205/65R15 Radial/Regatta 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.6 P225/60R16 Non Police 4Ply

Quantity: 48 UOM: EA Price: Total:

Supplier Notes:

2.7 LT245/75-R16 RIB 10 Ply

Quantity: 72 UOM: EA Price: Total:

Supplier Notes:

2.8 LT265/75R16 RIB TIRE-AT

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.9 P235/70R16XL

Quantity: 20 UOM: EA Price: Total:

Supplier Notes:

2.10 P225/70R15 Radial Regatta 4 Ply

Quantity: 36 UOM: EA Price: Total:

Supplier Notes:

2.11 LT245/70R17 HWY RIB 10Ply

Quantity: 130 UOM: EA Price: Total:

Supplier Notes:

2.12 LT235/75R17E

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.13 LT225/70R19.5 RIB TIRE 12Ply

Quantity: 40 UOM: EA Price: Total:

Supplier Notes:

2.14 LT 245/75R 17 HWY RIB 10 PLY

Quantity: 60 UOM: EA Price: Total:

Supplier Notes:

2.15 P265/70R16 HIGHWAY 4Ply

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.16 LT 265/70R 17

Quantity: 60 UOM: EA Price: Total:

Supplier Notes:

2.17 ST205/75R15 (TRAILER TIRE)

Quantity: 50 UOM: EA Price: Total:

Supplier Notes:

2.18 LT265/70R17 10Ply

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.19 P215/65R17 Standard Load

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.20 P255/65R17 HIGHWAY

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.21 P215/60R16 Non Police 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.22 P215/75R15 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.23 P225/75R15 4Ply

Quantity: 24 UOM: EA Price: Total:

Supplier Notes:

2.24 P235/60R16 4Ply

Quantity: 4 UOM: EA Price: Total:

Supplier Notes:

2.25 P235/65R17 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.26 ST235/80R16E

Quantity: 40 UOM: EA Price: Total:

Supplier Notes:

2.27 LT215/75R-17.5

Quantity: 40 UOM: EA Price: Total:

Supplier Notes:

Response Total: \$354,665.50

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Southern Tire Mart LLC
Columbia, MS United States

Certificate Number:
2024-1225214

Date Filed:
10/10/2024

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

City of Laredo

Date Acknowledged:

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

FY24-114
Police Package Tires and Passenger Car Tires Fleet Department

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Duff, Thomas | Columbia, MS United States | X | |
| | Duff, James | Columbia, MS United States | X | |
| | | | | |
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5 Check only if there is NO Interested Party.

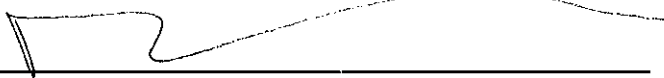
6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 9/10/1950

My address is 800 Highway 98, Columbia, MS, 39429, USA
(street) (city) (state) (zip code) (country)

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

Executed in Marion County, State of Mississippi, on the 10 day of October, 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?

Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the person or company who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Laredo

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

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

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

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

Complete A-B if a conflict exist

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

Yes No

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

Yes No

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

Identify and describe the relationship, if applicable

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

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

Yes No


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

Yes No

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

N/A

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

7 

Signature of vendor doing business with the governmental entity

10/10/2024

Date

CITY OF LAREDO
PURCHASING DIVISION



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

**POLICE PACKAGE TIRES & PASSENGER CAR TIRES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and passenger car tires for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on October 16, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 17, 2024.

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

**Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY24-114**

| | |
|--|--|
| Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx | Hand Delivered: City of Laredo – City Secretary C/O Mario I. Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040 |
|--|--|

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

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and car passenger tires Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid <https://cityoflaredo.onwave.net/Login.aspx> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on October 16, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 17, 2024.

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

Bid: FY24-114 Police Package Tires and Passenger Car Tires – Fleet Department

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

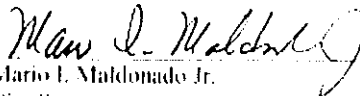
<https://cityoflaredo.onwave.net/Login.aspx>

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 20th DAY OF SEPTEMBER 2024.


Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

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

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

13.0 INSURANCE REQUIREMENTS (Not required for this contract)

14.0 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.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

15.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

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or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

15.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

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

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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Formal Invitation for Bids
Police Package Tires and Passenger Car Tires
Fleet Department

17.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of police and car passenger tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

17.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, October 3, 2024 at 2:00 PM to: Email: pperez@ci.laredo.tx.us

18.0 General Conditions:

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

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

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

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

19.0 Tire Specifications

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class “A” construction or equal. Class “A” tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

19.1 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

19.2 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

19.2.1 Manufacturer’s name, trade name or trademark.

19.2.2 Tire size including ply or ply rating.

19.2.3 Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.

19.2.4 Tires bid cannot be speed restricted.

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20.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

21.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

22.0 Qualifications of Bidder

22.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

22.2 Qualified brands are as follow:

- | | | |
|--------------|----------------|------------------|
| 1. General | 2. Good Year | 3. Firestone |
| 4. Michelin | 5. Uniroyal | 6. B.F. Goodrich |
| 7. Dunlop | 8. Bridgestone | 9. TOYO |
| 10. Yokahama | 11. Cooper | 12. Continental |

Only brands accepted for Police Pursuit tires Section 33.1

1. Firestone
2. Bridgestone
3. Goodyear
4. Michelin

23.0 Delivery

Delivery of tires to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: 7 a.m. to 5 p.m.

Days of week: 5 days a week Monday-Friday

24.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

25.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

26.0 Contract Provisions

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

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- 26.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 26.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.
- 26.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.
- 26.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 26.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 26.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 26.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices 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.
- 26.9 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).
- 26.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

27.0 Term of Contract

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

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

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

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded by sections** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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

28.1 Disclosure of Interested Parties

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

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

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

29.0 Price Adjustment*****

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

30.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

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Delivery time for all items ordered under the terms and conditions of this contract are 5
working days from date of order.

Bidder's business hours: From: 7 a.m. to 5 p.m.

Days of week: Monday-Friday

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31.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295)

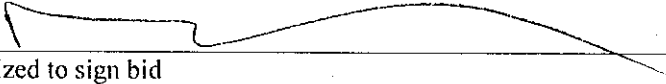
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32.0 Tab A – Bidder Information Questionnaire

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

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

Name of Offeror (Business) Southern Tire Mart LLC

Signature  Date 10/1/2024
of person authorized to sign bid

Print Name Richard Conwill
of person authorized to sign bid

Title: Director of Government Sales

Business Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Telephone Number: 877-786-4681 Fax Number: 601-651-0655

Contact Person Email Address: gov-sales@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Highway 98 Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: Mississippi

State how long under its present business name: 24 Years

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

N/A

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise: Southern Tire Mart is not Applicable

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

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

This company is not a certified minority business:

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

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33.0 Tab B Price Schedule

33.1 Section I: Police Package Tires (Firestone, Bridgestone, Goodyear, Michelin)

| Item | Description | QTY | Unit Price | Extended Price | Brand/Number of Tires Proposed |
|------------------------|---|-----|-------------|----------------|---------------------------------|
| 1 | P255/60R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval. | 450 | \$ \$118.15 | \$ 53,167.50 | Firestone #012114 |
| 2 | P265/70R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval. | 200 | \$ 280 | \$ 56,000 | Goodyear enforcer AT #108028861 |
| 3 | P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof. | 200 | \$ 114.35 | \$ 28,870.00 | Firestone #011688 |
| 4 | P235/50R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal) | 200 | \$ 160.17 | \$ 32,034.00 | Firestone #023325 |
| 5 | P245/55R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Police) | 400 | \$ 129 | \$ 51,600.00 | Firestone #000702 |
| 6 | P255/60R18 108V(Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial) | 200 | \$ 132.04 | \$ 26,408.00 | Firestone #011690 |
| Total Section I | | | | | \$248,079.50 |

Company Name: Southern Tire Mart LLC

Owner/President Name: Thomas Duff & James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

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

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PURCHASING DIVISION**

33.2 Section II: Passenger Car Tires

| Item | Description | Qty | Unit Price | Total Price | Tire Brand Proposed |
|--------------------------|---------------------------------|-----|------------|--------------|---------------------------|
| 1 | LT215/85R16 HWY RIB 10 Ply | 24 | \$ 108.97 | \$ 2,615.28 | Firestone #002758 |
| 2 | LT235/85R16 HWY RIB 10 Ply | 64 | \$ 117.55 | \$ 7,523.20 | Firestone #002759 |
| 3 | LT235/75R15 HWY RIB 6 Ply | 16 | \$ 121.74 | \$ 1,947.84 | Firestone #005346 |
| 4 | P265/65R17HWY RIB STD LOAD | 12 | \$ 128.54 | \$ 1,542.48 | Firestone #006513 |
| 5 | P205/65R15 Radial/Regatta 4Ply | 8 | \$ 83.14 | \$ 665.12 | Firestone #004012 |
| 6 | P225/60R16 Non Police 4Ply | 48 | \$ 108.31 | \$ 5,198.88 | Firestone #004002 |
| 7 | LT245/75-R16 RIB 10 Ply | 72 | \$ 112.28 | \$ 8,084.16 | Firestone #002761 |
| 8 | LT265/75R16 RIB TIRE-AT | 8 | \$ 133.92 | \$ 1,071.36 | Firestone #002762 |
| 9 | P235/70R16XL | 20 | \$ 118.85 | \$ 2,377 | Firestone #003024 |
| 10 | P225/70R15 Radial Regatta 4 Ply | 36 | \$ 114.46 | \$ 4,120.56 | Firestone #005345 |
| 11 | LT245/70R17 HWY RIB 10Ply | 130 | \$ 132.40 | \$ 17,212.00 | Firestone #013898 |
| 12 | LT235/75R17E | 12 | \$ 119.51 | \$ 1,434.12 | Firestone #014315 |
| 13 | LT225/70R19.5 RIB TIRE 12Ply | 40 | \$ 298.91 | \$ 11,956.40 | Firestone #248409 |
| 14 | LT 245/75R 17 HWY RIB 10 PLY | 60 | \$ 138.92 | \$ 8,335.20 | Firestone 013889 |
| 15 | P265/70R16 HIGHWAY 4Ply | 12 | \$ 118.85 | \$ 1,426.20 | Firestone #148317 |
| 16 | LT 265/70R 17 | 60 | \$ 169.60 | \$ 10,176.00 | Firestone #013894 |
| 17 | ST205/75R15 (TRAILER TIRE) | 50 | \$ 52.44 | \$ 2,622.00 | Caraway WR078 # CWR1004 |
| 18 | LT265/70R17 10Ply | 12 | \$ 169.60 | \$ 2,035.20 | Firestone #013894 |
| 19 | P215/65R17 Standard Load | 8 | \$ 102.72 | \$ 821.76 | Firestone # 004050 |
| 20 | P255/65R17 HIGHWAY | 12 | \$ 124.83 | \$ 1,497.96 | Firestone #005372 |
| 21 | P215/60R16 Non Police 4Ply | 8 | \$ 89.54 | \$ 716.32 | Firestone #003816 |
| 22 | P215/75R15 4Ply | 8 | \$ 93.76 | \$ 750.08 | Firestone #148368 |
| 23 | P225/75R15 4Ply | 24 | \$ 99.91 | \$ 2,397.84 | Firestone #148419 |
| 24 | P235/60R16 4Ply | 4 | \$ 69.90 | \$ 279.60 | Road One Calvarly #RL1355 |
| 25 | P235/65R17 4Ply | 8 | \$ 111.88 | \$ 895.04 | Firestone #003213 |
| 26 | ST235/80R16E | 40 | \$ 89.90 | \$ 3,596.00 | Trailer Master #TMST08 |
| 27 | LT215/75R-17.5 | 40 | \$ 282.21 | \$ 11,288.40 | Firestone #248511 |
| Total Section- II | | | | \$ | \$112,586 |

Company Name: Southern Tire Mart LLC

Owner/President Name: Thomas and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

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

34.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Jaime E. Zapata, Purchasing Agent at 956-794-1731

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36.0 **Tab E**



**City of Laredo
Discretionary Contracts Disclosure**

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

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

***1. Name of person submitting this disclosure form.**

| | | |
|---------|-----------|--------|
| Richard | Conwill | |
| First | M.I. Last | Suffix |

***2. Contract Information.**

a) Contract or Project name(s): N/A

b) Originating Department(s): N/A

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

| | | | |
|--------------|-----------|--------------|-----------|
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |

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

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

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

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

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

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


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

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

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

***Oath**

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

| | | |
|---|--|--|
| <u>Richard Conwill</u> Name (Print) |  Signature | <u>Director of Government Sales</u> Title |
| <u>Southern Tire Mart LLC</u> Company or DBA | | <u>10/10/2024</u> Date |

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

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

CITY OF LAREDO
PURCHASING DIVISION

37.0 Tab F – Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

37.1 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.

37.2 Filing Process:

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

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

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

Additional Information:

[HB 1295](#)

[Certificate of Interested Parties \(Form 1295\)](#)

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO
PURCHASING DIVISION**

38.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 16, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 17, 2024.**

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

**Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY24-114**

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

or

Hand Delivered:

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

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit


AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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



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

Subscribed and sworn before me this 14th day of October 2024


Notary Public

My commission expires:

12-14-2027





**FY24-114 Police & Passenger Car Tires- Fleet
The Goodyear Tire & Rubber Company
Supplier Response**

Event Information

Number: FY24-114 Police & Passenger Car Tires- Fleet
Title: Police Package Tires & Passenger Car Tires - Fleet Department
Type: Invitation For Bid
Issue Date: 9/24/2024
Deadline: 10/16/2024 05:00 PM (CT)
Notes: **The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.**

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

Contact Information

Contact: Patricia Perez
Address: Purchasing Division

Public vorks Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

The Goodyear Tire & Rubber Company Information

Contact: Walt Welker
Address: 200 Innovation Way
HQ 3-650
Akron, OH 44316
Phone: (330) 796-2862
Email: walt_welker@goodyear.com
Web Address: www.goodyearctsc.com

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

Chris Campbell
Signature

ct_govtsales@goodyear.com
Email

Submitted at 10/16/2024 09:32:41 AM (CT)

Supplier Note

Goodyear Commercial Tire & Service Centers and its location in Laredo are pleased to respond to your Invitation to Bid. The products we are proposing are Goodyear brand proposed are made with materials manufactured by Goodyear or its approved vendors, utilizing Goodyear proprietary designs approved under the Federal Government's Cooperative Plant Quality Certification process. Please contact Cynthia Solis (956)724-6294 should you have any questions.

Response Attachments

Merged Bid Documents.pdf

Bid Documents merged into one document

Bid Attributes

| | |
|--|---|
| 1 Award By Section | This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes |
| 2 Questionnaire Description | "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct". |
| 3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid | The Goodyear Tire & Rubber Company; Chris Campbell; (330) 796-2121 |
| 4 Terms and Conditions for Request for Bids | TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions: |

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof,

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

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

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

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

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

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

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

I Agree to the Terms and Conditions

5 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions

6 Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

I have read and understand this section

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

I have read and understand this section

8 Questionnaire Description

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

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

The Goodyear Tire & Rubber Company; Chris Campbell; (330) 796-2121

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

Since 1898

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

NA

12 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.

13 Questions Part 1

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

1) Yes. 2) Yes. 3) No. 4) No. 5) Yes.

14 Questions Part 2

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

1) No. 2) Yes. 3) Yes.

15 State if the Company is a certified minority business enterprise

This company is not a certified minority business

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

1
7 **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
8 **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?

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

2
0 **This is a**

2
1 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

2
2 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

2
3 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

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| 24 | Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/> |
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| 25 | Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/> |
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| 26 | Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/> |
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| 27 | Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/> |
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| 28 | Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/> |
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| 29 | Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="No response"/> |
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| 30 | Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/> |
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| 31 | Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="No response"/> |
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| 32 | 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. |
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| 33 | Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="text" value="I am not aware of any conflict of interest"/> |
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| 34 | 8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <input type="text" value="No response"/> |
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| 35 | Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section |
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| 36 | Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section |
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| 37 | 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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised |
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| 38 | Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="1) Chris Campbell 2) Senior Director CTSC 3) The Goodyear Tire & Rubber Company 4) 10/16/2024"/> |
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| 39 | 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. <input checked="" type="checkbox"/> I swear or affirm information is correct |
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| 40 | Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. <input type="text" value="No response"/> |
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Bid Lines

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| 1 | Package Header |
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Section I: Police Package Tires

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

1.1 P255/60R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 450 UOM: EA Price: Total:

Supplier Notes:

1.2 P265/70R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

1.3 P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

1.4 P235/50R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

1.5 P245/55R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Police)

Quantity: 400 UOM: EA Price: Total:

Supplier Notes:

1.6 P255/60R18 108V(Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial)

Quantity: 200 UOM: EA Price: Total:

Supplier Notes:

2 Package Header

Section II: Passenger Car Tires

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

2.1 LT215/85R16 HWY RIB 10 Ply

Quantity: 24 UOM: EA Price: Total:

Supplier Notes:

2.2 LT235/85R16 HWY RIB 10 Ply

Quantity: 64 UOM: EA Price: Total:

Supplier Notes:

2.3 LT235/75R15 HWY RIB 6 Ply

Quantity: 16 UOM: EA **No Bid**

2.4 P265/65R17HWY RIB STD LOAD

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.5 P205/65R15 Radial/Regatta 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.6 P225/60R16 Non Police 4Ply

Quantity: 48 UOM: EA Price: Total:

Supplier Notes:

2.7 LT245/75-R16 RIB 10 Ply

Quantity: 72 UOM: EA Price: Total:

Supplier Notes:

2.8 LT265/75R16 RIB TIRE-AT

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.9 P235/70R16XL

Quantity: 20 UOM: EA Price: Total:

Supplier Notes:

2.10 P225/70R15 Radial Regatta 4 Ply

Quantity: 36 UOM: EA Price: Total:

Supplier Notes:

2.11 LT245/70R17 HWY RIB 10Ply

Quantity: 130 UOM: EA Price: Total:

Supplier Notes:

2.12 LT235/75R17E

Quantity: 12 UOM: EA **No Bid**

2.13 LT225/70R19.5 RIB TIRE 12Ply

Quantity: 40 UOM: EA Price: Total:

Supplier Notes:

2.14 LT 245/75R 17 HWY RIB 10 PLY

Quantity: 60 UOM: EA Price: Total:

Supplier Notes:

2.15 P265/70R16 HIGHWAY 4Ply

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.16 LT 265/70R 17

Quantity: 60 UOM: EA Price: Total:

Supplier Notes:

2.17 ST205/75R15 (TRAILER TIRE)

Quantity: 50 UOM: EA Price: Total:

Supplier Notes:

2.18 LT265/70R17 10Ply

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.19 P215/65R17 Standard Load

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.20 P255/65R17 HIGHWAY

Quantity: 12 UOM: EA Price: Total:

Supplier Notes:

2.21 P215/60R16 Non Police 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.22 P215/75R15 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.23 P225/75R15 4Ply

Quantity: 24 UOM: EA

No Bid

2.24 P235/60R16 4Ply

Quantity: 4 UOM: EA Price: Total:

Supplier Notes:

2.25 P235/65R17 4Ply

Quantity: 8 UOM: EA Price: Total:

Supplier Notes:

2.26 ST235/80R16E

Quantity: 40 UOM: EA Price: Total:

Supplier Notes:

2.27 LT215/75R-17.5

Quantity: 40 UOM: EA Price: Total:

Supplier Notes:

Response Total: \$341,494.14



City of Laredo – City Secretary

C/O Mario I. Maldonado Jr.

City Hall – Third Floor

1110 Houston Street

Laredo, Texas 78040

Subject: FY24-114 Police Package Tires & Passenger Car Tires – Fleet Department

Goodyear Commercial Tire & Service Centers and its location in Laredo are pleased to respond to your Invitation to Bid.

The products we are proposing are Goodyear brand proposed are made with materials manufactured by Goodyear or its approved vendors, utilizing Goodyear proprietary designs approved under the Federal Government’s Cooperative Plant Quality Certification process.

Please contact Cynthia Solis (956)724-6294 should you have any questions.

Sincerely,

Chris Campbell

Senior Director CTSC

Goodyear Commercial Tire & Service Centers



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

**POLICE PACKAGE TIRES & PASSENGER CAR TIRES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and passenger car tires for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on October 16, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 17, 2024.

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

**Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY24-114**

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and car passenger tires Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on October 16, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 17, 2024.

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

Bid: FY24-114 Police Package Tires and Passenger Car Tires – Fleet Department

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

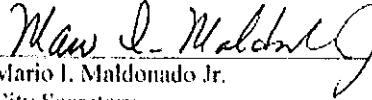
<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 20th DAY OF SEPTEMBER 2024.


Mario I. Maldonado Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

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

(c) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

13.0 INSURANCE REQUIREMENTS (Not required for this contract)

14.0 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.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

15.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

CITY OF LAREDO
PURCHASING DIVISION

or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

15.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

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

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Police Package Tires and Passenger Car Tires
Fleet Department

17.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of police and car passenger tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

17.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, October 3, 2024 at 2:00 PM to: Email: pperez@ci.laredo.tx.us

18.0 General Conditions:

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

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

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

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

19.0 Tire Specifications

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class “A” construction or equal. Class “A” tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

19.1 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

19.2 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

19.2.1 Manufacturer’s name, trade name or trademark.

19.2.2 Tire size including ply or ply rating.

19.2.3 Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.

19.2.4 Tires bid cannot be speed restricted.

CITY OF LAREDO
PURCHASING DIVISION

20.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

21.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

Goodyear Tire Warranty attached

22.0 Qualifications of Bidder

22.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

22.2 Qualified brands are as follow:

- | | | |
|--------------|----------------|------------------|
| 1. General | 2. Good Year | 3. Firestone |
| 4. Michelin | 5. Uniroyal | 6. B.F. Goodrich |
| 7. Dunlop | 8. Bridgestone | 9. TOYO |
| 10. Yokahama | 11. Cooper | 12. Continental |

Only brands accepted for Police Pursuit tires Section 33.1

1. Firestone
2. Bridgestone
3. Goodyear
4. Michelin

23.0 Delivery

Delivery of tires to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: 7:30 a.m. to 5:00 p.m.

Days of week: Monday through Friday

24.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

25.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

26.0 Contract Provisions

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

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- 26.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 26.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.
- 26.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.
- 26.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 26.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 26.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 26.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices 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.
- 26.9 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).
- 26.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

27.0 Term of Contract

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

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**CITY OF LAREDO
PURCHASING DIVISION**

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

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded by sections** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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

28.1 Disclosure of Interested Parties

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

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

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

29.0 Price Adjustment*****

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

30.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

CITY OF LAREDO
PURCHASING DIVISION

Delivery time for all items ordered under the terms and conditions of this contract are 3
working days from date of order.

Bidder's business hours: From: 7:30 a.m. to 5:00 p.m.

Days of week: Monday through Friday

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295)

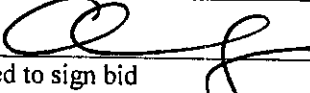
CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab A – Bidder Information Questionnaire

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

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

Name of Offeror (Business) The Goodyear Tire & Rubber Company

Signature  Date 10/15/2024
of person authorized to sign bid

Print Name Chris Campbell
of person authorized to sign bid

Title: Senior Director CTSC

Business Address: local: 11802 FM 1472 Ste B

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-237-5705 Fax Number: 956-724-8894

Contact Person Email Address: Cynthia Solis ct_location_040@goodyear.com

Federal Tax ID Number: 34-0253240

Bidders Principal/Corporate Place of Business Address: 200 Innovation Way, Akron, OH 44316

Indicated Status of Business:

Corporation C Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: Since 1898

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

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

Public Records Only

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

**CITY OF LAREDO
PURCHASING DIVISION**

33.0 Tab B Price Schedule

33.1 Section I: Police Package Tires (Firestone, Bridgestone, Goodyear, Michelin)

| Item | Description | QTY | Unit Price | Extended Price | Brand/Number of Tires Proposed |
|------------------------|---|-----|------------|---------------------|---|
| 1 | P255/60R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval. | 450 | \$ 127.00 | \$57,150.00 | Eagle Enforcer Product Code 732005563 |
| 2 | P265/70R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval. | 200 | \$ 202.64 | \$40,528.00 | Enforcer AT Product Code 108028861 |
| 3 | P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof. | 200 | \$ 120.00 | \$24,000.00 | Eagle RS-A Product Code 732312500 |
| 4 | P235/50R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal) | 200 | \$ 152.00 | \$ 30,400.00 | Eagle UG GW3 Product Code 166041528 |
| 5 | P245/55R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Police) | 400 | \$ 132.00 | \$52,800.00 | Eagle RS-A Product Code 732026500 |
| 6 | P255/60R18 108V(Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial) | 200 | \$ 127.00 | \$25,400.00 | Eagle Enforcer Product Code 732005563 |
| Total Section I | | | | \$230,278.00 | |

Company Name: The Goodyear Tire & Rubber Company

Owner/President Name: Mark Stewart

Company Address: 200 Innovation Way

City, State, Zip Code: Akron, Ohio 44316

Company Authorized Representative's Signature: 

Company Representative's Name: Chris Campbell

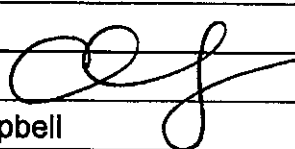
Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

33.2 Section II: Passenger Car Tires

Goodyear

| Item | Description | Qty | Unit Price | Total Price | Tire Brand Proposed |
|--------------------------|---------------------------------|-----|------------|----------------------|---------------------------------|
| 1 | LT215/85R16 HWY RIB 10 Ply | 24 | \$ 112.00 | \$ 2,688.00 | WRL WORKHORSE HT #131517875 |
| 2 | LT235/85R16 HWY RIB 10 Ply | 64 | \$ 119.00 | \$ 7,616.00 | WRL WORKHORSE HT #131745944 |
| 3 | LT235/75R15 HWY RIB 6 Ply | 16 | \$ | \$ | No Bid |
| 4 | P265/65R17HWY RIB STD LOAD | 12 | \$ 120.00 | \$ 1,440.00 | WRL WORKHORSE HT # 116079652 |
| 5 | P205/65R15 Radial/Regatta 4Ply | 8 | \$ 74.53 | \$ 596.24 | Assurance All-Season #407478374 |
| 6 | P225/60R16 Non Police 4Ply | 48 | \$ 85.36 | \$ 4,097.28 | Assurance All-Season #407715374 |
| 7 | LT245/75-R16 RIB 10 Ply | 72 | \$ 121.00 | \$ 8,712.00 | WRL WORKHORSE HT #131747875 |
| 8 | LT265/75R16 RIB TIRE-AT | 8 | \$ 147.05 | \$ 1,176.40 | WRL WORKHORSE AT #481746858 |
| 9 | P235/70R16XL | 20 | \$ 99.85 | \$ 1,997.05 | Assurance All-Season #407866374 |
| 10 | P225/70R15 Radial Regatta 4 Ply | 36 | \$ 115.00 | \$ 4,140.00 | Wrangler SR-A # 183482418 |
| 11 | LT245/70R17 HWY RIB 10Ply | 130 | \$ 138.00 | \$ 17,940.00 | WRL WORKHORSE HT #131468875 |
| 12 | LT235/75R17E | 12 | \$ | \$ | No Bid |
| 13 | LT225/70R19.5 RIB TIRE 12Ply | 40 | \$ 308.40 | \$ 12,336.00 | LR G G647 RSS #139172053 |
| 14 | LT 245/75R 17 HWY RIB 10 PLY | 60 | \$ 145.00 | \$ 8,700.00 | WRL WORKHORSE HT #131636875 |
| 15 | P265/70R16 HIGHWAY 4Ply | 12 | \$ 124.44 | \$ 1,493.28 | ULTRA GRIP + SUV #754317575 |
| 16 | LT 265/70R 17 | 60 | \$ 165.00 | \$ 9,900.00 | WRL WORKHORSE HT #131535875 |
| 17 | ST205/75R15 (TRAILER TIRE) | 50 | \$ 95.31 | \$ 4,765.50 | Endurance Trailer #724861519 |
| 18 | LT265/70R17 10Ply | 12 | \$ 165.00 | \$ 1,980.00 | WRL WORKHORSE HT #131535875 |
| 19 | P215/65R17 Standard Load | 8 | \$ 93.01 | \$ 744.08 | Assurance All-Season #407719374 |
| 20 | P255/65R17 HIGHWAY | 12 | \$ 122.45 | \$ 1,469.40 | WRL FORTITUDE HT #157069622 |
| 21 | P215/60R16 Non Police 4Ply | 8 | \$ 82.00 | \$ 656.00 | Assurance All-Season #407562374 |
| 22 | P215/75R15 4Ply | 8 | \$ 153.98 | \$ 1,231.84 | Wrangler HT #744154900 |
| 23 | P225/75R15 4Ply | 24 | \$ | \$ | No Bid |
| 24 | P235/60R16 4Ply | 4 | \$ 89.28 | \$ 357.12 | Assurance All-Season #407784374 |
| 25 | P235/65R17 4Ply | 8 | \$ 107.00 | \$ 856.00 | WRL WORKHORSE HT #116083632 |
| 26 | ST235/80R16E | 40 | \$ 130.52 | \$ 5,220.80 | Endurance Trailer #724858519 |
| 27 | LT215/75R-17.5 | 40 | \$ 277.58 | \$ 11,103.20 | LR G ENDURANCE RSA #139008874 |
| Total Section- II | | | | \$ 111,216.19 | |

Company Name: The Goodyear Tire & Rubber Company
 Owner/President Name: Mark Stewart
 Company Address: 200 Innovation Way
 City, State, Zip Code: Akron, Ohio 44316
 Company Authorized Representative's Signature: 
 Company Representative's Name: Chris Campbell

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

34.0 Tab C- Conflict of Interest Disclosure

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

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

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

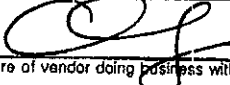
The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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

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

If additional information is needed please contact Jaime E. Zapata, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|--|---|--|
| For vendor doing business with local governmental entity | | |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY Date Received | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>The Goodyear Tire & Rubber Company</p> | | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">N/A</p> <p align="center">_____ Name of Officer</p> | | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7 </p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> | | <p align="center">10/15/2024</p> <p align="center">_____ Date</p> |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CITY OF LAREDO
PURCHASING DIVISION

35.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

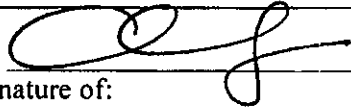
STATE OF TEXAS {} State of Ohio
COUNTY OF WEBB {} County of Summit

Being first duly sworn, deposes and says:

That he/she is Chris Campbell (having Delegation of Authority)
(a Partner of officer of the firm of, etc.)

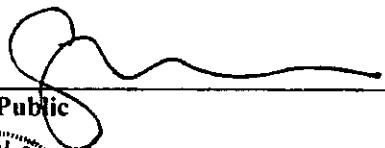
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner,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

...except as bidder provides pricing to its dealers in the ordinary course and is unaware whether such pricing is being utilized to bid...



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

Subscribed and sworn before me this 15th day of October 20 24.



Notary Public

My commission expires:

NEVER



Shelby L. Ranier, Attorney at Law
Resident Summit County
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

36.0 Tab E



City of Laredo Discretionary Contracts Disclosure

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

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

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

***1. Name of person submitting this disclosure form.**

| | | |
|-------|-----------|--------|
| Chris | Campbell | Mr. |
| First | M.I. Last | Suffix |

***2. Contract Information.**

a) Contract or Project name(s): FY24-114 Police Package Tires & Passenger Car Tires – Fleet Department

b) Originating Department(s): Finance Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

The Goodyear Tire & Rubber Company; CTSC

| | | | |
|--------------|-----------|--------------|-----------|
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

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

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

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

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

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

***Oath**

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

Chris Campbell

Name (Print)

Signature

Senior Director CSTC

Title

The Goodyear Tire & Rubber Company

Company or DBA

Date

10/15/2024

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

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

CITY OF LAREDO
PURCHASING DIVISION

37.0 Tab F – Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

37.1 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.

37.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | |
|---|---|---------------------------------------|--------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. | | | |
| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
| | | Controlling | Intermediary |
| | | | |
| | | | |
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| | | | |
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| | | | |
| | | | |
| 5 Check only if there is NO Interested Party. <input type="checkbox"/> | | | |
| 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div> | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

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

CITY OF LAREDO
PURCHASING DIVISION

38.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 16, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 17, 2024.**

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

**Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY24-114**

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

or

Hand Delivered:

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

THE GOODYEAR TIRE & RUBBER COMPANY

Government Sales Channel

2/21/2024

The Goodyear Tire & Rubber Company certifies that the Goodyear Eagle RS-A, Eagle Enforcer, Eagle Enforcer All Weather, and Eagle Enforcer Winter tires listed below are certified for police pursuit use and comply with FMVSS 139.



Joe Scalfaro
Government Sales Manager
Government Sales D/709

| Size | Description | Product Code | Size | Description | Product Code |
|-------------------|----------------------------|--------------|--------------------|--------------------------|--------------|
| P225/60R16 97V | Eagle RS-A | 732354500 | 255/60R18 108V | Eagle Enforcer | 732005563 |
| P225/60R16 97V | Eagle RS-A | 732354148 | 275/55R20 113V | Eagle Enforcer | 732010563 |
| P235/55R17 98W | Eagle RS-A | 732002500 | LT265/70R18 113H C | Wrangler Enforcer AT | 108028861 |
| P235/55R17 98W | Eagle RS-A | 732297500 | LT275/65R18C 113S | Wrangler AT Adventure | 748958571 |
| P265/60R17 108V | Eagle RS-A | 732523500 | 275/60R20 115S | Wrangler Trailrunner A/T | 741178681 |
| P225/60R18 99W | Eagle RS-A | 732312500 | 225/60R18 100V | Eagle Enforcer Winter | 732003567 |
| P235/50R18 99W XL | Eagle RS-A | 732276500 | 265/60R17 108H | Eagle Enforcer Winter | 732006567 |
| 245/55R18 103V | Eagle RS-A | 732026500 | 245/55R18 103V | Eagle Enforcer Winter | 732004567 |
| 265/60R17 108V | Eagle Enforcer All Weather | 732001558 | 255/60R18 108V | Eagle Enforcer Winter | 732009563 |
| 225/60R18 100V | Eagle Enforcer All Weather | 732003558 | 275/55R20 113V | Eagle Enforcer Winter | 732010567 |
| 245/55R18 103V | Eagle Enforcer All Weather | 732004558 | | | |
| 255/60R18 108V | Eagle Enforcer All Weather | 732005558 | | | |
| 235/50R17 96V | Eagle Enforcer All Weather | 732008558 | | | |
| 275/55R20 113V | Eagle Enforcer All Weather | 732010558 | | | |



The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

September 1, 2021

DELEGATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company") on August 3, 1999, I hereby authorize:

Chris Campbell, Director Sales and Operations \$5,000,000.00
Goodyear Commercial Tire and Service Centers

of the Company to execute for and on behalf and in the name of the Company:

- A. With or without attestation and with or without affixation of the corporate seal thereto, and in an amount which does not exceed the limit set forth by their name:
1. Goodyear Commercial Tire and Service Center bids, bid bonds, performance bonds, agreements, option agreements, letter agreements, supplemental agreements, amendments, service agreements, certifications required to accompany Goodyear Commercial Tire and Service Center bids or agreements, and acknowledgments of applicable Goodyear Commercial Tire and Service Center policies;
 2. Documents and/or agreements required by contractors and federal, local or state governmental agencies relative to the operation of a Goodyear Commercial Tire and Service Center, including, but not limited to permits, licenses, etc.; and
 3. Agreements for the procurement of the following types of services at Goodyear Commercial Tire and Service Centers:
 - a. General Building Maintenance, including but not limited to floor cleaning, window washing, lawn service, and snow removal;
 - b. Elevator Maintenance;
 - c. Vending Machines;
 - d. Heating and Air Condition Equipment Maintenance;
 - e. Burglar Alarm and Fire Alarm Services; and
 - f. Utility Services, including gas, electric, water, sewer, telephone, and cable TV.
- B. With attest and with seal and in an amount which does not exceed the limit set forth by their name:
1. Lease agreements, amendments, and supplements for equipment;
 2. Bills of sale for equipment; and
 3. Non-disclosure and confidentiality agreements.



Subject: Form 1295

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q22

4. Do I have to list interested parties if my company is publicly traded?

No interested parties are needed for publicly traded companies. Those parties are already public knowledge and can be obtained elsewhere.

(NASDAQ: GT) Goodyear Tire & Rubber Co trades on the NASDAQ under the ticker symbol GT.

Sincerely,

Goodyear Commercial Tire & Service Centers

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>The Goodyear Tire & Rubber Company</p> | |
| | <p>2 Business name/disregarded entity name, if different from above.</p> <p>Goodyear Commercial Tire & Service Centers</p> | |
| | <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) D</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p> |
| | <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p> | |
| | <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>200 Innovation Way</p> | <p>Requester's name and address (optional)</p> |
| | <p>6 City, state, and ZIP code</p> <p>Akron, OH 44316-0001</p> | |
| | <p>7 List account number(s) here (optional)</p> | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 3 | 4 | - | 0 | 2 | 5 | 3 | 2 | 4 | 0 |

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date 6/4/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**LIMITED
WARRANTY,
TIRE CARE
AND
MAINTENANCE
GUIDE**

**Highway Auto Tires
Light Truck Tires
Temporary Spare
Special Trailer (ST) Tires**

GOODYEAR

HIGHWAY AUTO, LIGHT TRUCK AND SPECIAL TRAILER TIRE AND ADJUSTMENT POLICY

(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto, light truck or special trailer tires.
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after April 1, 2019

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping, e.g. LT245/75R16.

Special Trailer tires are defined as all tires identified with the "ST" designation in the sidewall stamping, e.g. ST235/80R16.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear highway radial auto, radial light truck tire or Special Trailer (ST) tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. – U.S. only) and any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is \$130.00, the cost to you would be \$65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32") or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table for up to six (6) years or the mileage indicated, whichever occurs first:

| TIRE | U.S. MILES | CANADA KILOMETRES |
|--|---------------|----------------------|
| Assurance® All-Season | 65,000 | 105,000 |
| Assurance Comfortred® Touring (T- and H-speed rated only) | 80,000 | 130,000 |
| Assurance Comfortred® Touring (V-speed rated only) | 70,000 | 110,000 |
| Assurance Fuel Max® | 65,000 | 105,000 |
| Assurance ^{CS} Fuel Max® | 65,000 | 105,000 |
| Assurance MaxLife® | 85,000 | 140,000 |
| Assurance WeatherReady® | 60,000 | 95,000 |
| Assurance ComfortDrive® | 60,000 | 95,000 |
| Eagle Exhilarate™ | 45,000 | 75,000 |
| Eagle® F1 Asymmetric All-Season* | 45,000 | 75,000 |
| Eagle® Sport All-Season** | 50,000 | 80,000 |
| ElectricDrive™ | 60,000 | 95,000 |
| ElectricDrive™ GT | 40,000 | 65,000 |
| Fortera® HL | 60,000 | 95,000 |
| Wrangler® All-Terrain Adventure with Kevlar® | 60,000 | 95,000 |
| Wrangler DuraTrac® (Excludes LT sizes) | 50,000 | 80,000 |
| Wrangler Fortitude HT® (Excludes LT sizes) | 65,000 | 105,000 |
| Wrangler Fortitude HT® (LT sizes) | 50,000 | 80,000 |
| Wrangler SR-A® (Excludes LT sizes) | 50,000 | 80,000 |
| Wrangler TrailRunner AT® | 55,000 | 85,000 |
| Wrangler® Workhorse® AT | 50,000 | 80,000 |

*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/
37,500 kilometre tread life warranty.

**For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/
40,000 kilometre tread life warranty.

DuPont™ and Kevlar® are trademarks or registered trademarks of E.I. du Pont de Nemours and Company.

HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life Limited Warranty, the tires will be replaced as follows:

If the tire wears evenly down to the treadwear indicators (down to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

EXAMPLE: If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is \$130, the cost to you would be \$91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving or having any material applied to the tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

OWNER'S OBLIGATIONS:

- A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.
- B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.
- C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.
- E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

- Tires with weather-cracking that were purchased more than (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.
- Ultra high-performance summer tires are not recommended for winter use, and tread or shoulder cracking on those tires resulting from winter use will not be covered under our warranty.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.
- C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.

You must go to an authorized Goodyear outlet for replacement tires and all warranty service.

SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com for information on proper repair procedures.

- **EXPERIMENTAL MOUNTING OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

⚠ WARNING Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine repairability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some frequent causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical

vehicle components. Overloading a vehicle can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or "blowout."

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

DON'T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch (2/32") remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32") level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR

NOTE: Goodyear does not warrant any inspection or repair process.

The repair is entirely the responsibility of the repairer and should be made in accordance with established U.S. Tire Manufacturers Association (USTMA) procedures.

Tire Pressure-Monitoring System Alert

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

SPECIAL TRAILER (ST) TIRES:

Your Goodyear Special Trailer (ST) tires are specifically designed and constructed to optimize their performance on non-driven trailer axle applications. Goodyear's Special Trailer (ST) tires are used on popular vehicle fitments, including, but not limited to: Travel Trailers, Utility Trailers, Equipment Trailers, Watercraft Trailers, Car Haulers, etc..

Due to the seasonal nature and often unique loadability of these trailers, it is very important to check inflation pressures at least once a month and before trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the trailer has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold trailer placard inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated. Check your trailer's certification placard to determine the load limits. Overloading your trailer places stress on your tires and other critical vehicle components. Overloading a trailer can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your trailer tires can result in severe cracking, component separation or "blowout." Never fit your trailer with new tires that have less load capacity than shown on the trailer's tire placard and remember that optimum rim width is important for proper tire load distribution and function.

Inspection of your Special Trailer tires is an important function. Frequent (at least monthly) and before any trip inspection of your tires for signs of damage and their general condition is important for safety. If you observe or experience impact, impact damage, penetrations, cracks, bulges or air loss, your tires should be dismounted and inspected by an expert. If you have any questions, have your tire Dealer inspect them. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

It is also important to properly store your trailer and its tires. A good resource for tire storage recommendations is the U.S. Tire Manufacturers Association website at www.ustires.org.

DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. **STAND BACK** and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

NOTE: Goodyear-manufactured and/or marketed European-Metric and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.

Caution: Never substitute a "Standard Load" (SL) tire for an "Extra Load" (XL) or "Reinforced" tire. If the vehicle was originally equipped with "Extra Load" (XL) or "Reinforced" tires, replace those tires with similar-sized "Extra Load" (XL) or "Reinforced" tires.

FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

RETREADED TIRES

Goodyear does not recommend retreading passenger, fabric ply light truck or special trailer tires. Retreaded passenger, fabric ply light truck and special trailer tires are not warranted by Goodyear for any reason.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/PLAY YOUR PART" BROCHURE PUBLISHED BY U.S. TIRE MANUFACTURERS ASSOCIATION (USTMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE USTMA WEBSITE:

<https://www.ustires.org/publications>

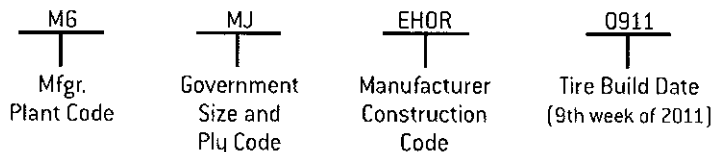
HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

Understanding Tire D.O.T. Numbers

M6MJEHOR0911

12 Digit # = 2000's Production / 11 Digit # = 1990's Production



TIRE SERVICE LIFE

While most tires will be replaced sooner, Goodyear recommends that any tire in service (meaning inflated and mounted on a rim of your vehicle, including your spare tire regardless of whether that tire is in contact with the roadway) 6 years or more be replaced even if such tire appears serviceable and even if it has not reached the legal treadwear limit.

If you are unable to determine the date a tire was first placed in service, then you should rely on the DOT code stamped on the tire and replace any tire which was manufactured more than 6 years ago (see HOW TO READ A TIRE D.O.T. SERIAL NUMBER). Tires that should otherwise be replaced based on wear, damage or any other factor should not be kept in service regardless of the date they were first placed in service or their date of manufacture.

Also, consumers should never purchase or install used tires of any age on their vehicle as the service, maintenance and storage history of used tires is largely unknown. Various automobile manufacturers have published statements and instructions regarding tire service life, which include tire replacement recommendations based on chronological age. Goodyear advises that consumers refer to their owners' manuals for guidance on the vehicle manufacturer's replacement recommendations (but regardless of any such vehicle manufacturer's advice, any tire's replacement period should not exceed 6 years from the date the tire is placed in service or 6 years from the date included in the DOT code on the sidewall of the tire if you are unable to determine the date the tire was first placed in service).

Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:

RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)

IMPORTANT SAFETY INFORMATION

OPERATIONAL MONITORING

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

RUN-FLAT TIRE FEATURE

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances (driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]) with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

TIRE PRESSURE-MONITORING SYSTEM ALERT

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

WARNING

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph (80 kph).
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles (80 km) at sustained speeds of up to 50 mph (80 kph) at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph (80 kph) as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR (1-800-466-3932).

WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi (270 kPa) may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi (270kPa) is needed to seat beads.

TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but **PROPER MATERIALS AND PROCEDURES MUST BE USED**. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR (1-800-466-3932).

WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

- 1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.
- 2) Go to www.goodyear.com for the U.S. or www.goodyear.ca for Canada.

**If additional assistance is required:
Call the Customer Assistance Center
at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada**

email: goodyear_cr@goodyear.com or write:

**Customer Assistance Center
Dept 728
200 Innovation Way
Akron, OH 44316-0001**

**SIX MONTH - 6,000 MILE/10,000 KILOMETRE
ROTATION RECORD**

| | | |
|-----------------------------------|--------------------------------|------|
| ODOMETER READING AT 1st ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 2nd ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 3rd ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 4th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 5th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 6th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 7th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 8th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 9th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 10th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 11th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 12th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 13th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 14th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 15th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 16th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 17th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 18th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |



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**FY24-114 Police & Passenger Car Tires- Fleet
Toro Automotive LLC
Toro Automotive LLC
Supplier Response**

Event Information

Number: FY24-114 Police & Passenger Car Tires- Fleet
Title: Police Package Tires & Passenger Car Tires - Fleet Department
Type: Invitation For Bid
Issue Date: 9/24/2024
Deadline: 10/16/2024 05:00 PM (CT)
Notes: **The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.**

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

Contact Information

Contact: Patricia . Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Toro Automotive LLC Information

Contact: James Gonzalez/Janet Reyes/Pedro Nunez
Address: 1001 Guadalupe St
Laredo, TX 78040
Phone: (956) 753-8676
Fax: (956) 753-8677
Email: bids@toroauto.com
Web Address: www.toroauto.com

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

JANET REYES

Signature

bids@toroauto.com

Email

Submitted at 10/15/2024 05:49:23 PM (CT)

Response Attachments

POLICE TIRES BID CITY.pdf

POLICE TIRES BID

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 Questionnaire Description

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

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

Toro Automotive LLC- Janet Reyes 956-753-8676

4 Terms and Conditions for Request for Bids

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter

and/or applicable City Ordinal, s, State and Federal Statutes.

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

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

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

3.0 SUBMISSION OF BIDS

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

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

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

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

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

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

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest

specific procurement actions of the City of Laredo. The following sequence of activities must take place in filing a protest:

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

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

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

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

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

I Agree to the Terms and Conditions

5 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions

6 Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

I have read and understand this section

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

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

9 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
 Toro Automotive LLC- Janet Reyes 956-753-8676

10 State how long under has the business been in its present business name
 11

11 If applicable, list all other names under which the Business identified above operated in the last five years
 Toro Motors LLC DBA Toro Auto Sales

12 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.

13 Questions Part 1
 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
 1)no 2)no 3)no

14 Questions Part 2
 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
 1)no 2)no 3)no

15 State if the Company is a certified minority business enterprise
 This company is not a certified minority business

16 Conflict of Interest Disclosure

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

17 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.

18 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

19 Disclosure Form

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

20 This is a

New Submission

21 Question 1. Name of person submitting this disclosure form

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

Janet Reyes

22 Question 2. Contract Information

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

a) FY24-114 (Police Package Tires & Passenger Car Tires - b)Fleet Department

23 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Toro Automotive LLC

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| 2 4 | <p>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.</p> <p>Not Applicable</p> |
| 2 5 | <p>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</p> <p>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.</p> <p>n/a</p> |
| 2 6 | <p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>Not Applicable</p> |
| 2 7 | <p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p>n/a</p> |
| 2 8 | <p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>Not Applicable</p> |
| 2 9 | <p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <p>n/a</p> |
| 3 0 | <p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p>Not Applicable</p> |
| 3 1 | <p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p>n/a</p> |
| 3 2 | <p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p> |

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| 33 | Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="text" value="I am not aware of any conflict of interest"/> |
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| 34 | 8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <input type="text" value="n/a"/> |
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| 35 | Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section |
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| 36 | Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section |
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| 37 | 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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised |
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| 38 | Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="1) Janet Reyes 2) General Manager 3) Toro Automotive LLC 4) 10/15/2024"/> |
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| 39 | 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. <input checked="" type="checkbox"/> I swear or affirm information is correct |
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| 40 | Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. <input type="text" value="I have read and understand this section"/> |
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Bid Lines

| | |
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| 1 | Package Header |
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Section I: Police Package Tire

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

1.1 P255/60R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 450 UOM: EA Price: Total:

1.2 P265/70R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 200 UOM: EA Price: Total:

1.3 P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.

Quantity: 200 UOM: EA Price: Total:

1.4 P235/50R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)

Quantity: 200 UOM: EA Price: Total:

1.5 P245/55R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Police)

Quantity: 400 UOM: EA Price: Total:

1.6 P255/60R18 108V(Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial)

Quantity: 200 UOM: EA Price: Total:

2 Package Header

Section II: Passenger Car Tires

Quantity: 1 UOM: PKG Total:

Item Notes:

Package Items

2.1 LT215/85R16 HWY RIB 10 Ply

Quantity: 24 UOM: EA Price: Total:

2.2 LT235/85R16 HWY RIB 10 Ply

Quantity: 64 UOM: EA Price: Total:

2.3 LT235/75R15 HWY RIB 6 Ply

Quantity: 16 UOM: EA Price: Total:

2.4 P265 65R17HWY RIB STD LOAD

Quantity: 12 UOM: EA Price: Total:

2.5 P205/65R15 Radial Regatta 4Ply

Quantity: 8 UOM: EA Price: Total:

| | | | |
|---|-------------------------------------|--|---|
| 2.6 P225/60R16 Non Police 4Ply | Quantity: <u>48</u> UOM: <u>EA</u> | Price: <input type="text" value="\$85.36"/> | Total: <input type="text" value="\$4,097.28"/> |
| 2.7 LT245/75-R16 RIB 10 Ply | Quantity: <u>72</u> UOM: <u>EA</u> | Price: <input type="text" value="\$121.00"/> | Total: <input type="text" value="\$8,712.00"/> |
| 2.8 LT265/75R16 RIB TIRE-AT | Quantity: <u>8</u> UOM: <u>EA</u> | Price: <input type="text" value="\$147.05"/> | Total: <input type="text" value="\$1,176.40"/> |
| 2.9 P235/70R16XL | Quantity: <u>20</u> UOM: <u>EA</u> | Price: <input type="text" value="\$144.63"/> | Total: <input type="text" value="\$2,892.60"/> |
| 2.10 P225/70R15 Radial Regatta 4 Ply | Quantity: <u>36</u> UOM: <u>EA</u> | Price: <input type="text" value="\$115.00"/> | Total: <input type="text" value="\$4,140.00"/> |
| 2.11 LT245/70R17 HIWY RIB 10Ply | Quantity: <u>130</u> UOM: <u>EA</u> | Price: <input type="text" value="\$138.00"/> | Total: <input type="text" value="\$17,940.00"/> |
| 2.12 LT235/75R17E | Quantity: <u>12</u> UOM: <u>EA</u> | Price: <input type="text" value="\$200.53"/> | Total: <input type="text" value="\$2,406.36"/> |
| 2.13 LT225/70R19.5 RIB TIRE 12Ply | Quantity: <u>40</u> UOM: <u>EA</u> | Price: <input type="text" value="\$361.24"/> | Total: <input type="text" value="\$14,449.60"/> |
| 2.14 LT 245/75R 17 HIWY RIB 10 PLY | Quantity: <u>60</u> UOM: <u>EA</u> | Price: <input type="text" value="\$145.00"/> | Total: <input type="text" value="\$8,700.00"/> |
| 2.15 P265 70R16 HIGHWAY 4Ply | Quantity: <u>12</u> UOM: <u>EA</u> | Price: <input type="text" value="\$141.52"/> | Total: <input type="text" value="\$1,698.24"/> |
| 2.16 LT 265/70R 17 | Quantity: <u>60</u> UOM: <u>EA</u> | Price: <input type="text" value="\$134.89"/> | Total: <input type="text" value="\$8,093.40"/> |
| 2.17 ST205/75R15 (TRAILER TIRE) | Quantity: <u>50</u> UOM: <u>EA</u> | Price: <input type="text" value="\$95.31"/> | Total: <input type="text" value="\$4,765.50"/> |
| 2.18 LT265/70R17 10Ply | Quantity: <u>12</u> UOM: <u>EA</u> | Price: <input type="text" value="\$165.00"/> | Total: <input type="text" value="\$1,980.00"/> |
| 2.19 P215/65R17 Standard Load | Quantity: <u>8</u> UOM: <u>EA</u> | Price: <input type="text" value="\$93.01"/> | Total: <input type="text" value="\$744.08"/> |
| 2.20 P255 65R17 HIGHWAY | Quantity: <u>12</u> UOM: <u>EA</u> | Price: <input type="text" value="\$122.45"/> | Total: <input type="text" value="\$1,469.40"/> |
| 2.21 P215/60R16 Non Police 4Ply | Quantity: <u>8</u> UOM: <u>EA</u> | Price: <input type="text" value="\$82.00"/> | Total: <input type="text" value="\$656.00"/> |
| 2.22 P215/75R15 4Ply | Quantity: <u>8</u> UOM: <u>EA</u> | Price: <input type="text" value="\$153.98"/> | Total: <input type="text" value="\$1,231.84"/> |
| 2.23 P225/75R15 4Ply | Quantity: <u>24</u> UOM: <u>EA</u> | Price: <input type="text" value="\$107.71"/> | Total: <input type="text" value="\$2,585.04"/> |

2.24 P235/60R16 4Ply

Quantity: 4 UOM: EA Price: Total:

2.25 P235/65R17 4Ply

Quantity: 8 UOM: EA Price: Total:

2.26 ST235/80R16E

Quantity: 40 UOM: EA Price: Total:

2.27 LT215/75R-17.5

Quantity: 40 UOM: EA Price: Total:

Response Total: \$424,618.70

CITY OF LAREDO
PURCHASING DIVISION



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

**POLICE PACKAGE TIRES & PASSENGER CAR TIRES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and passenger car tires for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on October 16, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 17, 2024.

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

**Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY24-114**

| | |
|--|---|
| Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx | Hand Delivered: City of Laredo – City Secretary C/O Mario I. Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040 |
|--|---|

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

CITY OF LAREDO
PURCHASING DIVISION



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and car passenger tires Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.onwave.net/Login.aspx>. Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on October 16, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 17, 2024.

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

Bid: FY24-114 Police Package Tires and Passenger Car Tires – Fleet Department

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


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

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 20th DAY OF SEPTEMBER 2024.


Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

**CITY OF LAREDO
PURCHASING DIVISION**

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

13.0 INSURANCE REQUIREMENTS (Not required for this contract)

14.0 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.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

15.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

**CITY OF LAREDO
PURCHASING DIVISION**

or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

15.4 **CONTRACT DISCLOSURE FORMS (Attached)**

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

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

15.5 **CONFLICT OF INTEREST FORMS (Attached)**

Conflict of Interest Disclosure:

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

15.6 **TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

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

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

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

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

16.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Police Package Tires and Passenger Car Tires
Fleet Department

17.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of police and car passenger tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

17.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, October 3, 2024 at 2:00 PM to: Email: pperez@ci.laredo.tx.us

18.0 General Conditions:

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

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

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

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

19.0 Tire Specifications

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

19.1 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

19.2 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

19.2.1 Manufacturer's name, trade name or trademark.

19.2.2 Tire size including ply or ply rating.

19.2.3 Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.

19.2.4 Tires bid cannot be speed restricted.

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20.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

21.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

Warranty varies by manufacturer & Tire. Toro guarantees all installation performed at Toro for 30 days.

22.0 Qualifications of Bidder

22.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

22.2 Qualified brands are as follow:

- | | | |
|--------------|----------------|------------------|
| 1. General | 2. Good Year | 3. Firestone |
| 4. Michelin | 5. Uniroyal | 6. B.F. Goodrich |
| 7. Dunlop | 8. Bridgestone | 9. TOYO |
| 10. Yokohama | 11. Cooper | 12. Continental |

Only brands accepted for Police Pursuit tires Section 33.1

1. Firestone
2. Bridgestone
3. Goodyear
4. Michelin

23.0 Delivery

Delivery of tires to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: 8:00 a.m. to 7:00 p.m.

Days of week: Monday thru Friday

Saturday 9-2:00 pm

24.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

25.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

26.0 Contract Provisions

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

**CITY OF LAREDO
PURCHASING DIVISION**

- 26.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 26.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.
- 26.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.
- 26.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 26.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 26.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 26.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices 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.
- 26.9 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).
- 26.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

27.0 Term of Contract

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

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**CITY OF LAREDO
PURCHASING DIVISION**

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

28.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded by sections** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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

28.1 Disclosure of Interested Parties

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

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

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

29.0 Price Adjustment*****

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

30.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

CITY OF LAREDO
PURCHASING DIVISION

Delivery time for all items ordered under the terms and conditions of this contract are 2
working days from date of order.

Bidder's business hours: From: 8:00 a.m. to 7:00 p.m.

Days of week: Monday thru Friday
Saturday 9:00 - 2:00 pm

CITY OF LAREDO
PURCHASING DIVISION

31.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

32.0 Tab A – Bidder Information Questionnaire

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

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

Name of Offeror (Business) Toro Automotive LLC

Signature Janet Reyes Date 10-15-24
of person authorized to sign bid

Print Name Janet Reyes
of person authorized to sign bid

Title: General Manager

Business Address: 1001 Guadalupe

City, State, Zip Code: Laredo, Texas, 78040

Telephone Number: 956-753-8676 Fax Number: 956-753-8677

Contact Person Email Address: bids@toroauto.com

Federal Tax ID Number: 46-0549451

Bidders Principal/Corporate Place of Business Address: 1001 Guadalupe St

Indicated Status of Business:
Corporation _____ Partnership Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 11 years

If applicable, list all other names under which the Business identified above operated in the last five years.
Toro Motors LLC dba ToroAutoSales

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

Small Disadvantaged Business Enterprise (SDBC) Yes ~~No~~ Other: Please specify _____

This company is not a certified minority business:

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

CITY OF LAREDO
PURCHASING DIVISION

33.0 Tab B Price Schedule

33.1 Section I: Police Package Tires (Firestone, Bridgestone, Goodyear, Michelin)

| Item | Description | QTY | Unit Price | Extended Price | Brand/Number of Tires Proposed |
|------------------------|---|-----|------------|-------------------|--------------------------------|
| 1 | P255/60R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval. | 450 | \$ 127.00 | \$57,150.00 | Goodyear |
| 2 | P265/70R18 Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/Latest D.O.T. Approval. | 200 | \$ 202.64 | \$40,528.00 | Goodyear |
| 3 | P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Firestone, Bridgestone, Goodyear, Michelin Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof. | 200 | \$ 141.00 | \$28,200.00 | Goodyear |
| 4 | P235/50R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal) | 200 | \$ 443.63 | \$88,726.00 | Firestone |
| 5 | P245/55R18 (Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial, Conventional. (Police) | 400 | \$ 159.78 | \$63,912.00 | Goodyear |
| 6 | P255/60R18 108V(Firestone, Bridgestone, Goodyear, Michelin Police Pursuit Radial) | 200 | \$ 127.00 | \$25,400.00 | Goodyear |
| Total Section I | | | | 308,916.00 | |

Company Name: Tojo Automotive LLC
 Owner/President Name: James Gonzalez
 Company Address: 1001 Guadalupe st
 City, State, Zip Code: Laredo, TX 78040
 Company Authorized Representative's Signature: Janet Rees
 Company Representative's Name: Janet Rees

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

**CITY OF LAREDO
PURCHASING DIVISION**

33.2 Section II: Passenger Car Tires

| Item | Description | Qty | Unit Price | Total Price | Tire Brand Proposed |
|--------------------------|---------------------------------|-----|------------|----------------------|---------------------|
| 1 | LT215/85R16 HWY RIB 10 Ply | 24 | \$ 112.00 | \$ 2,688.00 | Goodyear |
| 2 | LT235/85R16 HWY RIB 10 Ply | 64 | \$ 119.00 | \$ 7,616.00 | Goodyear |
| 3 | LT235/75R15 HWY RIB 6 Ply | 16 | \$ 190.78 | \$ 3,052.48 | Hankook |
| 4 | P265/65R17 HWY RIB STD LOAD | 12 | \$ 120.00 | \$ 1,440.00 | Goodyear |
| 5 | P205/65R15 Radial/Regatta 4Ply | 8 | \$ 74.53 | \$ 596.24 | Goodyear |
| 6 | P225/60R16 Non Police 4Ply | 48 | \$ 85.36 | \$ 4,097.28 | Goodyear |
| 7 | LT245/75-R16 RIB 10 Ply | 72 | \$ 121.00 | \$ 8,712.00 | Goodyear |
| 8 | LT265/75R16 RIB TIRE-AT | 8 | \$ 147.05 | \$ 1,176.40 | Goodyear |
| 9 | P235/70R16XL | 20 | \$ 144.63 | \$ 2,892.60 | TOYO |
| 10 | P225/70R15 Radial Regatta 4 Ply | 36 | \$ 115.00 | \$ 4,140.00 | Goodyear |
| 11 | LT245/70R17 HWY RIB 10Ply | 130 | \$ 138.00 | \$ 17,940.00 | Goodyear |
| 12 | LT235/75R17E | 12 | \$ 200.53 | \$ 2,406.36 | TOYO |
| 13 | LT225/70R19.5 RIB TIRE 12Ply | 40 | \$ 361.24 | \$ 14,449.60 | Goodyear |
| 14 | LT 245/75R 17 HWY RIB 10 PLY | 60 | \$ 145.00 | \$ 8,700.00 | Goodyear |
| 15 | P265/70R16 HIGHWAY 4Ply | 12 | \$ 141.52 | \$ 1,698.24 | Goodyear |
| 16 | LT 265/70R 17 | 60 | \$ 134.89 | \$ 8,093.40 | Goodyear |
| 17 | ST205/75R15 (TRAILER TIRE) | 50 | \$ 95.31 | \$ 4,765.50 | Goodyear |
| 18 | LT265/70R17 10Ply | 12 | \$ 165.00 | \$ 1,980.00 | Goodyear |
| 19 | P215/65R17 Standard Load | 8 | \$ 93.01 | \$ 744.08 | Goodyear |
| 20 | P255/65R17 HIGHWAY | 12 | \$ 122.45 | \$ 1,469.40 | Goodyear |
| 21 | P215/60R16 Non Police 4Ply | 8 | \$ 82.00 | \$ 656.00 | Goodyear |
| 22 | P215/75R15 4Ply | 8 | \$ 153.98 | \$ 1,231.84 | Goodyear |
| 23 | P225/75R15 4Ply | 24 | \$ 107.71 | \$ 2,585.04 | Goodyear |
| 24 | P235/60R16 4Ply | 4 | \$ 89.28 | \$ 357.12 | Goodyear |
| 25 | P235/65R17 4Ply | 8 | \$ 111.39 | \$ 891.12 | Goodyear |
| 26 | ST235/80R16E | 40 | \$ 130.52 | \$ 5,220.80 | Goodyear |
| 27 | LT215/75R-17.5 | 40 | \$ 277.58 | \$ 11,103.20 | Goodyear |
| Total Section- II | | | | \$ 120,702.70 | |

Company Name: Toyo Automotive LLC
 Owner/President Name: James L Gonzalez
 Company Address: 1001 Guadalupe st
 City, State, Zip Code: Laredo TX 78040
 Company Authorized Representative's Signature: Janeet Reefs
 Company Representative's Name: Janeet Reefs

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

CITY OF LAREDO
PURCHASING DIVISION

34.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Jaime E. Zapata, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ | | | | | | |
|--|--|--|-----------------|--|---------------|--|--|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table> | | OFFICE USE ONLY | | Date Received | | | |
| OFFICE USE ONLY | | | | | | | | |
| Date Received | | | | | | | | |
| | | | | | | | | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em;"><u>Toyo Automotive LLC</u></p> | | | | | | | | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | | | | | | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center" style="font-size: 1.5em;"><u>NIA</u></p> <p align="center">_____ Name of Officer</p> | | | | | | | | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes <u>NIA</u> <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes <u>NIA</u> <input type="checkbox"/> No </p> | | | | | | | | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> | | | | | | | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | | | | | | | |
| <p>7</p> <p align="center"> <u>Jamel Rees</u> Signature of vendor doing business with the governmental entity </p> | | <p align="center"> <u>10-15-24</u> Date </p> | | | | | | |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CITY OF LAREDO
PURCHASING DIVISION

35.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Janet Reyes

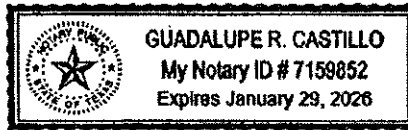
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 15th day of October 20 2014

Guadalupe Castillo
Notary Public

My commission expires:

January 29, 2016



36.0 Tab E



City of Laredo Discretionary Contracts Disclosure

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

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

| *1. Name of person submitting this disclosure form. | | |
|---|-----------|--------|
| Janet | Reyes | |
| First | M.I. Last | Suffix |

| *2. Contract Information. | |
|---------------------------------|--|
| a) Contract or Project name(s): | FY24-114 Police & Passengers Car Tires |
| b) Originating Department(s): | Fleet Department |

| *3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) | | | |
|---|-----------|--------------|-----------|
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |

| *4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 |
|---|
| <input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. |
| Name of partner, parent, or subsidiary business entity(ies): |

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

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

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

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

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

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

***Oath**

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

Janet Reyes
Name (Print)

Janet Reyes
Signature

General Manager
Title

Toio Automotive LLC
Company or DBA

10-15-24
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

37.0 Tab F – Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

37.1 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.

37.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1226732

Date Filed:
10/15/2024

Date Acknowledged:

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

Toro Automotive LLC
Laredo, TX United States

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

City of Laredo

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

FY24-114
Police & Passenger Car Tires- Fleet (Police Package Tires & Passenger Car Tires - Fleet Department)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Janet Reyes, and my date of birth is 08-06-1985

My address is 1001 Guadalupe (street), Laredo (city), Tx (state), 78040 (zip code), U.S. (country)

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

Executed in Webb County, State of TEXAS, on the 15 day of Oct, 20 24
(month) (year)

Janet Reyes
Signature of authorized agent of contracting business entity (Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

38.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 16, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 17, 2024.**

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

**Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY24-114**

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

or

Hand Delivered:

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