

CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION FORMAL INVITATION FOR BIDS

OFF ROAD /MID- SIZE SUPPORT EQUIPMENT PARTS AND SERVICE REPAIRS 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, from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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 February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs FY24-048

Bids can be downloaded and submitted through Cit-E-	Hand Delivered:
Bid:	City of Laredo - City Secretary
1 01480x	C/O Jose A. Valdez Jr.
https://cityoflaredo.ionwave.net/Login.aspx	City Hall - Third Floor
	1110 Houston Street
	Laredo, Texas 78040

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



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for the parts purchases and repairs of off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 31st DAY OF JANUARY 2024.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
- 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III

5512 Thomas Ave,

Laredo, TX 78041

ealdape@ci.laredo.tx.us

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

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

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

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

11.0 PAYMENT & INVOICING

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

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

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

Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040.

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

Formal Invitation for Bids Off Road /Mid- Size Support Equipment Parts & Service Repairs Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, February 9, 2024, 2:00 P.M.

17.0 General Requirements

- 17.1 The bidder shall quote prices F.O.B. destination, City of Laredo Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.3 Bids will be awarded to multiple vendors meeting the city's requirements.
- 17.4 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.
- 17.5 Bids not submitted on these forms will not be considered.
- 17.6 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.
- 17.7 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.
- 17.8 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, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.9 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).
- 17.10 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.

- 17.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 Specifications

Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
 - 18.11.1 Must be legible and reference a valid purchase order number.
 - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
 - 18.11.3 Must list labor hours as applicable for all work billed.
 - 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

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

19.0 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.

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

20.0 Award of Contract

This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for this contract.

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

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

20.1 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 <u>Texas Ethics Commission</u> 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.

21.0 Price Adjustment*****

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

22.0 Delivery

Delivery of crane rental is to be made within 24 hours from request. If rental services 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 vendor, the rental fees will be contracted supplier.

23.0 Termination of Contract

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

Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;

or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

24.0 Required Format and Contents of Bid Submission

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

25.0 Bidder Information Questionnaire

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

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

Signature	Rahat Ma	Date 02/4/24
	orized to sign bid	Date 0211114
Print Name	Roberto Martinez	
of person author	orized to sign bid	
Title:	Owner	
Business Addr	css: 141 Wawi Tijerina Parkv	way
City, State, Zip	Code: Laredo, TX 78043	
Telephone Nui	mber: 956-319-8202	Fax Number:
	n Email Address:bonemtz@	
		<u>ggman.com</u>
Federal Tax ID	Number: 452-19-5248	
Bidders Princip	pal/Corporate Place of Business	ss Address: 141 Wawi Tijerina Parkway, Laredo, TX 78043
Indicated Statu	s of Business:	
Corporation _	Partnership	Sole Proprietorship X Other:
	usiness status:	
If other state b		
	under its present business nan	ne:16
State how long		ne:16 Business identified above operated in the last five years.
State how long		iic.

Has the business, or any officer or partner thereof	f, failed to comple	ete a contract? Yes	No.
Is any litigation pending against the Business?	Yes No.		\sim
Is offeror currently for sale or involved in any tra If yes, offer need to explain the expected impact to			
Has the Business ever been declared "not respons	sive" for the purp	ose of any governmenta	l agency contract award? Yes No.
Has the Business been debarred, suspended, prop voluntarily excluded, or otherwise disqualified from			l for debarmen declared ineligible, Yes No
Are there any proceedings, pending relating to the qualification to receive a public contract? Yes		nsibility, debarment, sus	pension, voluntary exclusion, or
Hs the government or other public entity requeste basis of default or in lieu of declaring the Busines		orcement fany of its r	ights under a surety agreement on the
Is the Business in arrears in any contract or debt?	Yes No		
Has the Business been a defaulter, as a principal,	surety, or otherw	ise? Yes No	
Have liquidated damages or penalty provisions be other reason? Yes No.	een assessed agai	nst the Business for fail	ure to complete work on time or for any
State if company is a certified minority business ente	erprise:		
Historically Underutilized Business (HUB):	Yes No	Disadvantaged Busin	ess 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 j		l tracking purposes onl ke with any given comp	를 하다면 하다 있다. 글이 아이스는 전 로마인 프라마스를 하다 하다 하다. 그 전 100 HD 하는 다리 100 HD 하다 하다.

26.0	Price Schedule

26.1 Section I: All Heavy & Mid-Size Construction Equipment Parts Authorized Distributor/Dealer

Parts Percentage of discount offered	%
Labor Rate Services	\$\frac{100.00}{\$100.00} \text{Per Hour (Field)} \text{Per Hour (Shop)}
Mileage Rate (if any)	S O Per Hour

- 26.2 Business hours are from 8 A.M. to 5 P.M, 5 days per week.

 (Documentation Shall be uploaded onto Cit-E-Bid)
- 26.3 Repairs will be completed within 5-7 working days after receipt of order.

Company Name: Bone's Custom Cycles

Owner/President Name: Roberto Martinez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: Kahals Mi

Company Representative's Name: Roberto Martinez

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

27.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

Roberto Martinez		02/04/2024	
ame	Signature	Date	
	TEREST QUESTION rson doing business w	NAIRE ith local governmental entity	FORM CIQ
This questionnaire reflec	ts changes made to the	law by H.B. 1491, 80th Leg.,	OFFICE USE ONLY Date Received
Code by a person who has a	a business relationship as de	Chapter 176, Local Government fined by Section 176.001(1-a) with a ments under Section 176.006(a).	
ntity not later than the 7th b	ousiness day after the date t	Iministrator of the local governmental the person becomes aware of facts 006, Local Government Code.	
A person commits an offens Government Code. An offer		riolates Section 176.006, Local Class C misdemeanor.	
Name of person who ha Roberto Martinez	as a business relationship	with local governmental entity.	
Check this box if yo	u are filing an update to a p	reviously filed questionnaire.	
(The law requires that y 7th business day after the	ou file an updated complete date the originally filed questio ent officer with whom filer ha	reviously filed questionnaire. ed questionnaire with the appropriate finalize becomes incomplete or inaccurate.) es employment or business relationship	
(The law requires that y 7th business day after the	ou file an updated complete date the originally filed questio	ed questionnaire with the appropriate finaling becomes incomplete or inaccurate.) s employment or business relationship	
(The law requires that y 7th business day after the Name of local government This section (item 3 inc	ou file an updated complete date the originally filed question of the control of	ed questionnaire with the appropriate finaling becomes incomplete or inaccurate.) s employment or business relationship	with whom the filer has
(The law requires that y 7th business day after the Name of local government This section (item 3 income an employment or othe this Form CIQ as necess	ou file an updated complete date the originally filed question of the original ori	ed questionnaire with the appropriate finnaire becomes incomplete or inaccurate.) as employment or business relationship ficer D) must be completed for each officer defined by Section 176.001(1-a), Loc	with whom the filer has al Government pages to
(The law requires that y 7th business day after the Name of local government This section (item 3 income an employment or othe this Form CIQ as necess A. Is the local government income, from the filer of the	ou file an updated complete date the originally filed question of the test of	ed questionnaire with the appropriate finnaire becomes incomplete or inaccurate.) as employment or business relationship ficer D) must be completed for each officer defined by Section 176.001(1-a), Loc	with whom the filer has al Government pages to the whom the filer has al Government pages to the with the wind the wind the with the wind
This section (item 3 incan employment or othe this Form CIQ as necessary from the filer of the quest direction of the local governmental entity? C. Is the filer of this quest	ou file an updated complete date the originally filed question of the test of	ad questionnaire with the appropriate finnalre becomes incomplete or inaccurate.) as employment or business relationship ficer D) must be completed for each officer defined by Section 176.001(1-a), Loc eiving or likely to receive taxable income, income is section AND the taxable income is necessive taxable income	with whom the filer has al Government pages to me, other than investment No ment income, from or at the ot received from the local
This section (item 3 incan employment or other this Form CIQ as necessary from the filer of the direction of the local government of the local governmental entity? C. Is the filer of this quest government officer serves	ou file an updated complete date the originally filed question ant officer with whom filer has N/A Name of Officer business relationship as a sary. officer named in this section receive questionnaire? year officer named in the year officer of director, or holds an officer or director, or holds	and questionnaire with the appropriate (nnaire becomes incomplete or inaccurate.) as employment or business relationship ficer D) must be completed for each officer defined by Section 176,001(1-a), Loc eiving or likely to receive taxable income, income is section AND the taxable income is n Taxable income is n oration or other business entity with respect an ownership of 10 percent or more?	with whom the filer has al Government pages to me, other than investment No ment income, from or at the ot received from the local to which the local

28.0	
Project:	
	A CCalouis
Form of Non-Collusive	Attidavi
Form of Non-Collusive STATE OF TEXAS	{}

AFFIDAVIT

AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is Owner
(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.

Roberts Max.

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 05 day of Feb. 2024

Notary Public

My commission expires:

March Zyzozy





City of Laredo Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code. *This is a X New Submission or Correction or Update to previous submission. *1. Name of person submitting this disclosure form. Martinez Roberto Suffix First M.I. Last *2. Contract Information. a) Contract or Project name(s): FY24-048 Off Road/Mid-Size Support Equipment Parts & Service Repairs b) Originating Department(s): Fleet Management *3 Name of individual(s) or entity(les) seeking a contract with the city (i.e. parties to the contract) Roberto Martinez Name (Print) Signature *4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. Name of partner, parent, or subsidiary business entity(ies):

*5. List any individuals or entities that will be subcontractors on this contract.
X 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.
XNot 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) e) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business
 e) 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)
$ \boxtimes $ 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?

71	Olivia Cinternati	
☐ I am aware of the following	conflict(s) of interest:	
	*Acknowledgements	
Updates Required	Acknowledgements	
I understand that this form must before the discretionary contrac after any changes has occurred,	t be updated by submission of a revised form t is the subject of action by the City Council whichever comes first. This include informa up until thirty (30) calendar days after the co	, and no later than five (5) business days ation about political contributions made
No Contract with City Offic	cials or Staff during Contract Evaluation	
I understand that a person or en person or entity is prohibited fre	tity who seeks or applies for a city contract or om contracting city officials and employees nalifications (RFQ), or other solicitation has	regarding the contract after a Request for
contact is required with city off incorporated into the solicitation	conclude when the contract is posted as a C icials or employees, the contact will take pla n documents. Violation of this prohibited co or their agents may lead to disqualification	ce in accordance with procedures ntacts provision set out in Section 2.09 of
(CIQ) to the Office of the City	rnment Code requires contractor and vendors	
	*Oath	
	ements contained in this Discretionary Cont mowledge and belief are true, correct, and co	
Roberto Martinez	Nahat Max.	Owner
Name (Print)	Signature	Title
Bone's Custom Cycles		02/04/2024
Company or DBA		Date

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

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

30.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

30.1 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.

30.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTE	RESTED PARTIES		ı	FORM 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	OFFIC	DE USE ONLY		
Name of business entity filing form, a entity's place of business. Bone's Custom Cycles	nd the city, state and country of the b	ousiness		
Name of governmental entity or state which the form is being filed.	agency that is a parly to the contrac	el for		
Provide the identification number use and provide a description of the good EY24-048 Off Road/Mid-Siz		he contract.		
	City, State, Country			(check applicable)
Name of Interested Party	(place of business)	Con	trolling	Intermediary
Check only if there is NO interested i	Party.			
AFFIX NOTARY STAMP / SEAL ABOVE	I swear, or affirm, under penalty of g			
Sworn to and subscribed before me, by the s			this the	day
of, 20, to cert	lly which, witness my hand and seal of office			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

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

31.0 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 February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs FY24-048

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

or

Hand Delivered:

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

ATTACHMENT "A" TEARDOWN AND QUOTATION

	DATE: <u>02/04/2024</u>			
The following individual is NAME: Roberto Marti	202	I to communicate problems with		
				PHONE #: 956-319-8202
EQUIPMENT:		(SERIAL NO.)		
(T	YPE OF UNIT)	(SERIAL NO.)		(UNIT/VEHICLE NO.)
DESCRIPTION OF PROBI				
-	able the equipment to the	extent necessary in order to d		repairs needed. After investigation
Fax quote to Fleet Mair	ntenance at (956) 727-6456	0 or e-mail: rmiller@ci.laredo.t	XJIS	
The quote should include an	itemized list of parts and ma	aterials, a detail of the labor and	any other	r applicable charges. The quote must
include the following inform	nation:			
INSIDE LABOR HOURS:	HOURS	@ \$/HOUR	-	TOTAL: S
PARTS FROM VENDOR I	FACILITY:		*	TOTAL: S
PARTS FROM OUTSIDE S	SOURCES:		-	TOTAL: S
SHOP CHARGE:			GRAN	TOTAL: S
REASSEMBLY CHARGE	IF NOT REPAIRED:		-	POLICE PARTY AND PROPERTY OF THE PARTY OF TH
WORKED WILL BE CON BEEN RECEIVED.	MPLETED WITHIN	CALENDAR	DAYS /	AFTER A PURCHASE ORDER H
WARRANTY (MATERIAI	LS/LABOR):			
Do not reassemble or repair discussions concerning repa	the equipment, or incur any irs required must be through	costs or obligations to City of La the undersigned.	redo wit	thout prior approval. Any and all
Thank you for your prompt	consideration.			
Acknowledged by City:		Ackn	owledge	d by Vendor:

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

FORM CIQ

Tot version world pasitiess with local governillaties stiffly	
This questionneite reflects changes made to the law by N.B. 23, 84th Leg., Regular 5	ession. OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a has a business relationship as defined by Section 176,001(1-a) with a local governmental en vendor meets requirements under Section 176,006(a).	vendor who Date Received
By law this questionnaire must be filed with the records administrator of the local governmental en than the 7th business day after the date the vendor becomes aware of facts that require the statified. See Section 176,006(a-1), Local Government Code.	nify not later ement to be
A vandor commits an offense if the vendor knowingly violates Section 176.006, Local Governme offense under this section is a misdemeanor.	ni Code. An
Name of vendor who has a business relationship with local governmental entity	
Bone's Custom Cycles	
Chack this box it you are illing an update to a previously filed questionnaire completed questionnaire with the appropriate filing authority not later than the you became aware that the originally filed questionnaire was incomplete or	7th business day after the date on which
Name of local government officer about whom the information is being disclose	d.
<u>N/A</u>	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship describe subparts A and B for each employment or business relationship describe as necessary. A. Is the local government officer or a family member of the officer resolver than investment income, from the vendor? Yes X No 8. Is the vendor receiving or likely to receive taxable income, other than of the local government officer or a family member of the officer AND local governmental entity? Yes X No Searche each employment or business relationship that the vendor pamed in	tionahip with the local government officer. Abad. Attach additional pages to this Form scelving or likely to receive taxable income, in Investment income, from or at the direction the taxable income is not received from the
other business entity with respect to which the local government officer ear ownership interest of one percent or more. N/A	Section 1 maintains with a corporation or ves as an officer or director, or holds an
Check this box if the vendor has given the local government officer or a fam as described in Section 176.003(a)(2)(B), excluding gifts described in S	olly member of the officer one or more gifts ection 176,003(a-1).
7	
Roberto Martinez Signature of vendor doing business with the governmental entity	02/04/2024
Afternate or various riving Ansurage with the Ansural strait eligit.	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,

<u>Local Government Code § 176.001(1-a)</u>: "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:
 - (8) 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 § 176,008(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.

CERTIFICATE OF INTER	RESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if ther Complete Nos. 1, 2, 3, 5, and 6 ii	re are interested parties. If there are no interested parties.		OFFI	CE USE ONLY	
1 Name of business entity filling form, an	id the pliv. Stale and country of the t	walesas			
entity's place of business. Bone's C	ustom Cycles, 141 Wawi Tijerir redo, TX 78043				
 Name of governmental entity of Mate- which the form is being filed. N/A 	agency that is a party to the contrac	t for			
Provide the identification number uses and provide a description of the goods N/A	d by the governmental entity or state a or services to be provided under if	egency to lecontract.	frack or ide	ntily the contract,	
Name of Interested Party	City, State, Country	Natur	Nature of Interest (check applicable)		
	(place of business)	Cor	atrolling	intermediary	
	,				
	1				
				<u> </u>	
Check only if there is NO interested Pa	rty. X	<u> </u>			
AFFIDAVIT	I swear, or affirm, under penalty of p	erlury, that the	above disclos	Ura it this and correct	
	Roberto Martinez				
	Signature of authorize		ntracting busin	neas entity	
AFFIX HOTARY STAMP / SEAL ABOVE					
Sworn to and subscribed before me, by the sald of, to cardly	twhich, witness my hand and seal of offices.		, this the_		
Signature of officer administrating cath	Panied name of officer administrating o	etth	Titl● of affice	er administering path	
ADD /	ADDITIONAL PAGES AS NEC	ESSARY	····		

Form provided by Taxaa Ethics Commission

www.ethice.state.bx.ue

Adopted 10/5/2015

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

28.0

AFFIDAVIT ?

Project:

Form of Non-Collusive Affidavit

STATE OF TEXAS {}
COUNTY OF WESB {}

AFFIDAVIT 19 15 161

Being first duly sworn, deposes and says:

That he/she is Owner

(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, condited 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 Latedo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

W. Mad.

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Pariner (Life Bidger is a Partnership

Officer (Life Bidger is a Corporation

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SERVICE

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AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

STATE OF TEXAS () COUNTY OF WEBB ()

AFFIDAVIT

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SIMMESTING.

Biddel of the Bidder is an Individual Parting, if the Budder is a Partnership Officer if the Bidder is a Corporation

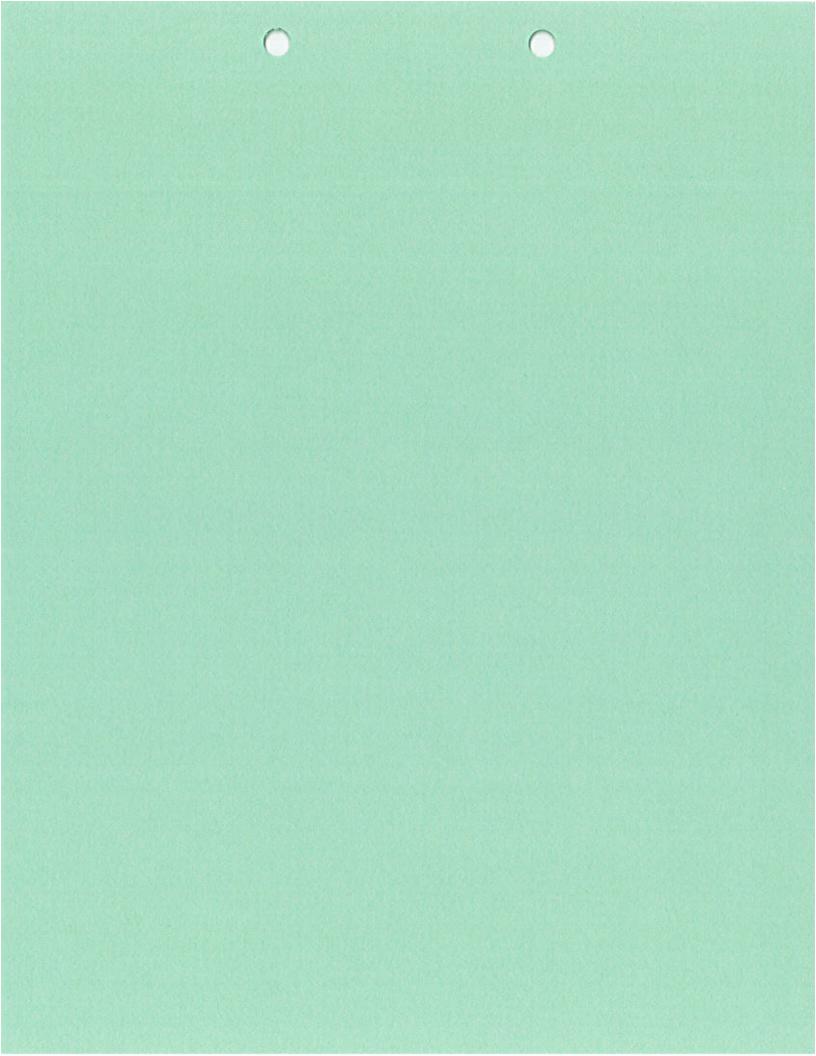
Subscribed and sworn belong file in

A Note of Public

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Miles Williams

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CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION FORMAL INVITATION FOR BIDS

OFF ROAD /MID- SIZE SUPPORT EQUIPMENT PARTS AND SERVICE REPAIRS 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, from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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 February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs FY24-048

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

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



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for the parts purchases and repairs of off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024, and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

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

WITNESS MY HAND AND SEAL, ON THIS 31st DAY OF JANUARY 2024.

Martha f. Mans.
Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
- 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III

5512 Thomas Ave,

Laredo, TX 78041

ealdape@ci.laredo.tx.us

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

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

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

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

11.0 PAYMENT & INVOICING

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

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

Laredo, Texas 78042.

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

Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040.

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

Formal Invitation for Bids Off Road /Mid- Size Support Equipment Parts & Service Repairs Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, February 9, 2024, 2:00 P.M.
- 17.0 General Requirements
- 17.1 The bidder shall quote prices F.O.B. destination, City of Laredo Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.3 Bids will be awarded to multiple vendors meeting the city's requirements.
- 17.4 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.
- 17.5 Bids not submitted on these forms will not be considered.
- 17.6 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.
- 17.7 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.
- All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.9 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).
- 17.10 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.

- 17.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 Specifications

Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
 - 18.11.1 Must be legible and reference a valid purchase order number.
 - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
 - 18.11.3 Must list labor hours as applicable for all work billed.
 - 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

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

19.0 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.

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

20.0 Award of Contract

This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for this contract.

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

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

20.1 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 <u>Texas Ethics Commission</u> 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.

21.0 Price Adjustment*****

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

22.0 Delivery

Delivery of crane rental is to be made within 24 hours from request. If rental services 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 vendor, the rental fees will be contracted supplier.

23.0 Termination of Contract

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

Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;

or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

24.0 Required Format and Contents of Bid Submission

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

25.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) Nueces Power Equipment
Signature Off Oarl Date 2/2/24 of person authorized to sign bid
Print Name Colf Davi:N of person authorized to sign bid
Title: Corporate Parts & Service Manager
Business Address: 101 Oilpatch Rd
City, State, Zip Code: LAredo TX 78043
Telephone Number: 956-725-0066 Fax Number: 877-580-9140
Contact Person Email Address: eLerNANDEZ & NPEtex. com
Federal Tax ID Number: 741649707
Bidders Principal/Corporate Place of Business Address: 7510 I 37 Corpus Christ: Tx 784
Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other:
If other state business status:
State how long under its present business name: 354CS
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

	PURG	CHASING DIVISION
Has the business, or any officer or partner thereo	of, failed to co	emplete a contract? Yes / 🔞.
Is any litigation pending against the Business?	Yes / No.	
Is offeror currently for sale or involved in any tra If yes, offer need to explain the expected impact		xpand or to become acquired by another business entity? Yes / 🚯. izational and directional terms.
Has the Business ever been declared "not respon	sive" for the	purpose of any governmental agency contract award? Yes / 100.
Has the Business been debarred, suspended, pro- voluntarily excluded, or otherwise disqualified for	posed for deba rom bidding, p	arment, suspended, proposed for debarment, declared ineligible, proposing, or contracting? Yes / No
Are there any proceedings, pending relating to the qualification to receive a public contract? Yes	ne Business re	sponsibility, debarment, suspension, voluntary exclusion, or
Hs the government or other public entity request basis of default or in lieu of declaring the Busine	ed or required ess in default?	denforcement of any of its rights under a surety agreement on the
Is the Business in arrears in any contract or debt	? Yes / 🔊	(a)
Has the Business been a defaulter, as a principal	, surety, or otl	nerwise? Yes / No
Have liquidated damages or penalty provisions be other reason? Yes / ১৩	een assessed	against the Business for failure to complete work on time or for any
tate if company is a certified minority business ento	erprise:	
listorically Underutilized Business (HUB):	Yes 80	Disadvantaged Business Enterprise (DBE): Yes
mall Disadvantaged Business Enterprise (SDBC)	Yes No	Other: Please specify
his company is not a certified minority business:		
		and tracking purposes only and will not influence the amount of I make with any given company

26.0	Price Schedule	SING DIVISION					
26.1							
	Parts Percentage of discount offered						
	Labor Rate Services	\$ 175 Per Hour (Field) \$ 150 Per Hour (Shop)					
	Mileage Rate (if any)	S ~ A Per Hour					
26.2 26.3	Business hours are from 8 A.M. to 5 P.M, 5 days per week. (Documentation Shall be uploaded onto Cit-E-Bid) Repairs will be completed within 30 working days after receipt of order.						
	Company Name: Nuevel Power Conner/President Name: Grant Brads	Equipment haw					
	Company Address: 7510 737						
	City, State, Zip Code: Corpus Christi						
	Company Authorized Representative's Signature:	Colt Dulo					
	Company Representative's Name:						

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and

all specifications listed on this document."

27.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

me	Signature	7/2/2025 Date	
CONFLICT OF INTE for vendor or other perso		7.7.7.7.7.7.7.	FORM CIQ
his questionnaire reflects o	changes made to the	law by H.B. 1491, 80th	11 (1 to 1
his questionnaire is being file ode by a person who has a bus cal governmental entity and the y law this questionnaire must be ntity not later than the 7th busing at require the statement to be	siness relationship as de e person meets require filed with the records ad ness day after the date t	efined by Section 176.001(1 ements under Section 176 dministrator of the local gove the person becomes aware	-a) with a .006(a). emmental e of facts
person commits an offense if Sovernment Code. An offense i	the person knowingly v	violates Section 176.006, I	A-VAN
Name of person who has a	business relationship	with local governmenta	l entity.
(The law requires that you fi 7th business day after the date Name of local government o	the originally filed question	nnaire becomes incomplete o	•
	siness relationship as		each officer with whom the filer has 01(1-a), Local Government pages to
 A. Is the local government office income, from the filer of the qu 	er named in this section rece uestionnaire? Yes		e income, income, other than investment
direction of the local government	aire receiving or likely to re ment officer named in thi es	is section AND the taxable	r than investment income, from or at the income is not received from the local No
C. Is the filer of this questionn government officer serves and	aire employed by a corpo officer or director, or holds	oration or other business entit is an ownership of 10 percent	y with respect to which the local or more? Yes No
			t officer named in this section. Non e

		PURCHASING DIVISION	
28.0		AFFIDAVIT	
Project:			
Form of Non-Collusive	Affidavit		
		AFFIDAVIT	
STATE OF TEXAS	{}		
COUNTY OF WEBB	0		
Being first duly sworn,	deposes and sa	vs:	
Th-+1-/-1-	(d+1)		

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

Signature of:

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

Subscribed and sworn before me this

(a Partner of officer of the firm of, etc.)

day of 100 20

Notary Public

My commission expires:

(A)

CARLA STRASHEIM My Notary ID # 124763817 Expires January 13, 2028



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.

William irst 2. Contract Information.) Contract or Project name(s):	M.I. Last	Suffix
2. Contract Information.	M.I. Last	Suffix
1		
Contract or Project name(s):	the second section of the second section is a second section of the second section section is a second section of the second section s	
	-Y24-048	
	Λ./	
Originating Department(s):	Parts / Service	
Name of individual(s) or entity(ies	s) seeking a contract with the city	(i.e. parties to the contract)
Colt DAVIN MPE CULT	Nob wre	
Jame (Print) Signature		Signature
, ,		3.8
Name (Print) Signature	e Name (Print)	<u> </u>
value (1 1111) Signature		
,	(Thin)	Signature
Name (Print) Signature		Signature
Name (Print) Signature	e Name (Print)	Signature
	e Name (Print)	
lame (Print) Signature lame (Print) Signature	e Name (Print) e Name (Print)	Signature
ame (Print) Signature	e Name (Print) e Name (Print)	Signature

. 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:	
. Last any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	rest le
Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	et.
List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:	
. Disclosure of political contributions.	
st any campaign or officeholder contributions made by the following individuals in the past 24 months totalin an \$100 to any current member of City Council, former member of City Council, any candidate for City Council 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) 	
ৰ্মিot applicable. No campaign or officeholder contributions have been made in the preceding 24 months by the dividuals.	ese
List of contributors:	<u> </u>
pdates on Contributions Required	
formation regarding contributions must be updated by submission of a revised form from the date of the submithis form, up through the time City Council takes action on the contract identified in response to Question 2 antinuing for 30 calendar days after the contract has been awarded.	nission and
. Disclosure of conflict of interest	
re you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sec 01 of the Ethics Code for any City Council member or board/commission member that has not or will not be a these city officials?	

T CKETASING DIVISIO	511
I am not aware of any conflict(s) of interest issues under Section 2.01 of the Council or a city board/commission.	he Ethics Code for members of City
☐ 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 before the discretionary contract is the subject of action by the City Council, after any changes has occurred, whichever comes first. This include informa after the initial submission and up until thirty (30) calendar days after the co	and no later than five (5) business days tion about political contributions made
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 of person or entity is prohibited from contracting city officials and employees reproposal (RFP), Request for Qualifications (RFQ), or other solicitation has be	regarding the contract after a Request for
This no-contract provision shall conclude when the contract is posted as a Contact is required with city officials or employees, the contact will take placincorporated into the solicitation documents. Violation of this prohibited contact the Ethics Code by respondents or their agents may lead to disqualification of	ce in accordance with procedures ntacts provision set out in Section 2.09 of
*Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors (CIQ) to the Office of the City Secretary. / I acknowledge that I have been advised of the requirement to file a CIQ for Government Code.	
*Oath	
I swear or affirm that the statements contained in this Discretionary Contrattachments, to the best of my knowledge and belief are true, correct, and contrattachments (Print) Signature	racts Disclosure Form, including any omplete. Corporate Parts + Securce Title Manager
Company or DBA	Date

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

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

30.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

30.1 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.

30.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTE	RESTED PARTIES		FORM 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	re are interested parties. If there are no interested parties.	OFFI	CE USE ONLY
Name of business entity filing form, a entity's place of business.	and the city, state and country of the busin	ness	
Name of governmental entity or state which the form is being filed.	agency that is a party to the contract for		
Provide the identification number use and provide a description of the good	ed by the governmental entity or state ag is or services to be provided under the co	ency to track or ide ontract.	ntify the contract,
V	City, State, Country	Nature of Interes	t (check applicable
Name of Interested Party	(place of business)	Controlling	Intermediary
Check only if there is NO Interested F	Party.		
AFFIDAVIT	I swear, or affirm, under penalty of perjury	y, that the above disclo	sure is true and correc
AFFIX NOTARY STAMP / SEAL ABOVE	Signature of authorized a	gent of contracting bus	iness entity
Swarn to and subscribed before me, by the s		gent of contracting bus	ness entity

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

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

31.0 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 February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs FY23-048

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

or

Hand Delivered:

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

ATTACHMENT "A" TEARDOWN AND QUOTATION

VENDOR NAME: Nueces Power The following individual is the ONLY person autho		ith equipme	nt service and repair:
NAME: Eric Hernander			PHONE #: 361-687-50
EQUIPMENT:(TYPE OF UNIT)			
(TYPE OF UNIT)	(SERIAL NO	0.)	(UNIT/VEHICLE NO.)
DESCRIPTION OF PROBLEMS AND/OR OPER/	ATOR/USER COMPLAINTS:		
Request that you disassemble the equipment to and analysis, prepare an itemized quote for the comp		o determine	repairs needed. After investigation
Fax quote to Fleet Maintenance at (956) 727-	6450 or e-mail: rmiller@ci.lare	do.tx.us	
The quote should include an itemized list of parts an	nd materials, a detail of the labor a	and any other	r applicable charges. The quote must
include the following information:			
INSIDE LABOR HOURS:HOUPARTS FROM VENDOR FACILITY: PARTS FROM OUTSIDE SOURCES: SHOP CHARGE:	URS @ \$/HOUR	- - - GRAN	TOTAL: \$ TOTAL: \$ TOTAL: \$ TOTAL: \$
REASSEMBLY CHARGE IF NOT REPAIRED:	50	•	TOTAL: \$
WORKED WILL BE COMPLETED WITHIN_BEEN RECEIVED.		AR DAYS	AFTER A PURCHASE ORDER HAS
WARRANTY (MATERIALS/LABOR):	10 days		
Do not reassemble or repair the equipment, or incur discussions concerning repairs required must be three		f Laredo wit	thout prior approval. Any and all
Thank you for your prompt consideration.			
Acknowledged by City:			ed by Vendor:
gnature: Phone: Date:	Signature: Cl	Phon	ie: 36153713 Bate: 1/2/24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

of 1

_					1011
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.		CEI	OFFICE USI	
	lame of business entity filing form, and the city, state and co	ountry of the business entity's place		ficate Number:	OI TILINO
1	f business.	(3.5).• (3.5).(3.6).(3.5).(3.5).	2000000	-1119087	
	NUECES POWER EQUIPMENT AREDO, TX United States				
	lame of governmental entity or state agency that is a party to	o the contract for which the form is	12,722,723	Filed: 1/2024	
1	elng filed.	o the contract for which the form is	OL.	2.2.02.1	
1	CITY OF LAREDO		Date	Acknowledged:	
	Provide the identification number used by the governmental lescription of the services, goods, or other property to be pr	entity or state agency to track or identif	y the co	ontract, and pro	vide a
	Y24-048	ovided under the contract.			
	OFF ROAD/MID SIZE SUPPORT EQUPMENT PARTS &	SERVICE REPAIRS			
-	The second secon			Nature o	f Interest
	Name of Interested Party	City, State, Country (place of busi	ness)		plicable)
				Controlling	Intermediary
-					
_					
_					
-			_		
_					
				-	
(theck only if there is NO Interested Party.				
ι	NSWORN DECLARATION			9	
N	ty name is COLLOAULD	, and my date o	f birth is	05/03	11383
				No. 11 In Control Section Section	1 11
٨	ty address is 2325 Lighthouse (street)		(X state)	7.8130 (zip code)	(country)
1	declare under penalty of perjury that the foregoing is true and co	rrect.			
ŧ	xecuted in Nucles con	unly, State of, on the	_1_	lay of Feb.	20_24
		111	7	(month)	(year)
		(9H1)	1		
		Signature of authorized agent of co	ntracting	business entity	
		(Declarant)			

CERTIFICATE OF INTE	RESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 6, and 6	OFFI	CE USE ONLY			
Name of business entity filing form, a entity's place of business.	nd the city, siste and country of the b	ous[ness			
 Name of governmental antity or state which the form is being filed. 	agency that is a party to the contrac	t for			
3 Provide the identification number use and provide a description of the good	d by the governmental entity or state a or services to be provided under th	agency to a contract.	track or ide	nilly the contract,	
4 Name of Interested Party	City, State, Country	Netu	re of interest (check applicable)		
Manie of Inversaled Palty	(place of business)	Co	ntrolling	Intermediary	
5 Check only if there is NO interested P.	arly,				
5 AFFIDAVIT				·	
AFFIX HOTARY STAMP / SEAL ADOVE Sworn to and subscribed before me, by the se	(sweer, or affirm, under penalty of a Signature of authorized				
Signature of afficer administering onth	Printed name of officer administering of	etf1	Tive of office	er administering path	
ADD	ADDITIONAL PAGES AS NEO	ESSAR	······································		

Form provided by Taxas Ethics Commission

W/W/.ethica.atale.bi us

Adopted 10/8/2015

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.	OFFICE USE ONLY
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).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not late than the 7th business day after the date the vendor becomes aware of facts that require the statement to be	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity. Nucces Power Equipment	
Check this box if you are filing an update to a previously filed questionnaire. (The law completed questionnaire with the appropriate filing authority not later than the 7th busin you became aware that the originally filed questionnaire was incomplete or inaccurate	ess day after the date on which
Name of local government officer about whom the information is being disclosed.	
Encique Aldape III	
Name of Officer	
Complete subparts A and B for each employment or business relationship described. Atta CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No	likely to receive taxable income,
Describe each employment or business relationship that the vendor named in Section 1 other business entity with respect to which the local government officer serves as an ownership interest of one percent or more. None	mainlains with a corporation or officer or director, or holds an
Check this box if the vendor has given the local government officer or a family membras described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B) and the local government of the local gov	er of the officer one or more gifts 3.003(a-1).
Signature of vendor doing business with the governmental entity	/2/2024
	NASCONES

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;
- (8) 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) Alocal 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
 - $\langle \hat{0} \rangle$ 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 § 178.006(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
 - (8) 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.

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

Colt DAVIN

(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 12

day of

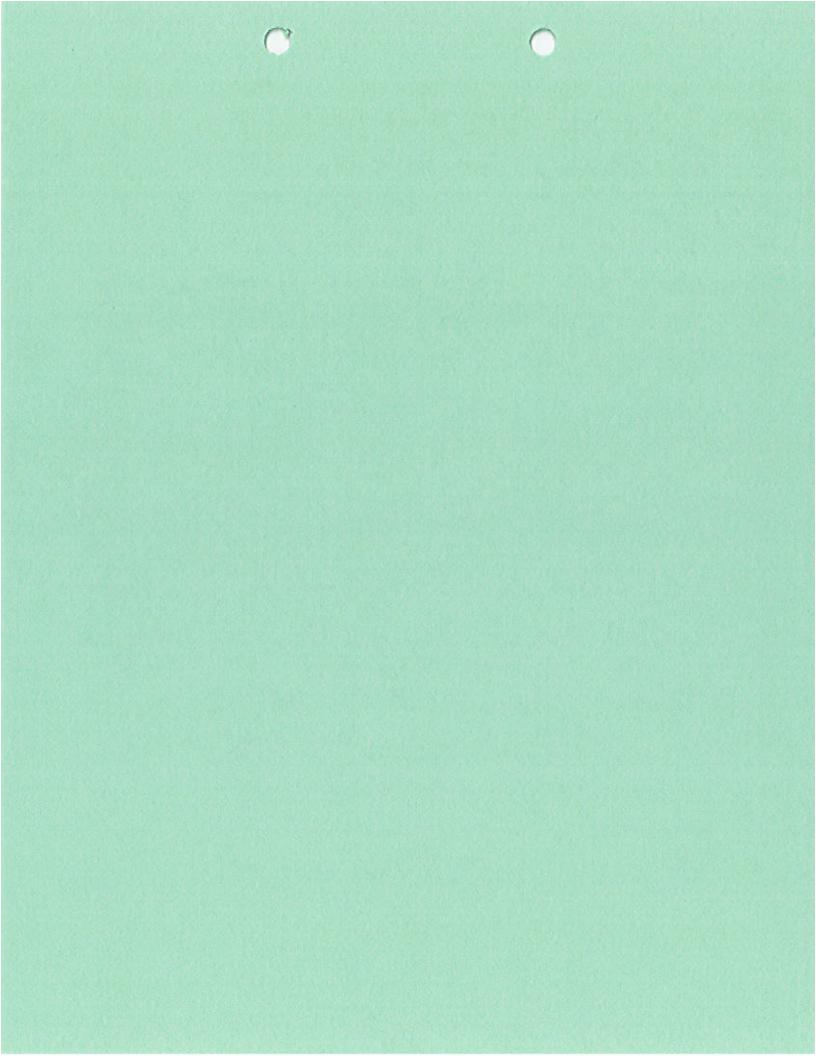
Notary Public

My commission expires:

8000, El prosend



CARLA STRASHEIM My Notary ID # 124763817 Expires January 13, 2028





CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION FORMAL INVITATION FOR BIDS

OFF ROAD /MID- SIZE SUPPORT EQUIPMENT PARTS AND SERVICE REPAIRS 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, from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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.gom or through Cit-E-Bid: https://cityoflaredo.ionwaye.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 February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mld-Size Support Equipment Parts & Service Repairs FY24-048

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

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



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for the parts purchases and repairs of off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs FY24-048

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

https://cityoflaredo.ionwaye.net/Login.aspx

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 31st DAY OF JANUARY 2024.

For; Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (c) 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.jon/wave.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.
- (c) 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 INTERIM PURCHASING AGENT Enrique Aldape III

5512 Thomas Ave.

Laredo, TX 78041

ealdape@ci.laredo.tx.us

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

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

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041,

8.0 BIDDER DISCOUNTS

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

•

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

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

11.0 PAYMENT & INVOICING

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

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

(d) The City of Laredo offers electronic funds transfer (ETF) payments in licu 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 Flouston St.

Laredo, TX 78040.

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

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

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

 (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the
- (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

second step of negotiating a contract at a fair and reasonable cost.

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

Formal Invitation for Bids Off Road /Mid- Size Support Equipment Parts & Service Repairs Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. 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

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, February 9, 2024, 2:00 P.M.
- 17.0 General Requirements
- 17.1 The bidder shall quote prices F.O.B. destination, City of Laredo Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.3 Bids will be awarded to multiple vendors meeting the city's requirements.
- 17.4 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.
- 17.5 Bids not submitted on these forms will not be considered.
- 17.6 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.
- 17.7 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.
- 17.8 All invoices must be submitted in duplicate and show each purchase order number, items billed on invoices must be specific as to applicable slock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.9 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).
- 17.10 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.

- 17.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 Specifications

Teatdown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of (tems, The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
 - 18.11.1 Must be legible and reference a valid purchase order number.
 - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
 - 18.11.3 Must list labor hours as applicable for all work billed.
 - 18,11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

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

19.0 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.

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

20.0 Award of Contract

This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for this contract.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully compiled with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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

20.1 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 <u>Texas Ethics Commission</u> 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.

21.0 Price Adjustment*****

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

22.0 Delivery

Delivery of crane rental is to be made within 24 hours from request. If rental services 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 vendor, the rental fees will be contracted supplier.

23.0 Termination of Contract

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

Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;

or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

24.0 Required Format and Contents of Bid Submission

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

25.0 Bidder Information Questionnaire

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

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

Name of Offero (Runness) LAREDO MECHAN	NICAL INDUSTRIAL SERVICES, INC.
Signature	Date 02/22/2024
of person authorized to sign bid	
Print Name JUAN ENRIQUE of person authorized to sign bid	GONZALES
Title: PRESIDENT	
Business Address: 121 RANCH RD. 6086C	
City, State, Zip Code: LAREDO, TEXAS. 78	8043
Telephone Number: (956) 568-5354	Fax Number: (956) 568-5332
Contact Person Email Address: LAREDOMEC	CHANICAL@YAHOO.COM
Federal Tax ID Number: 20-3757419	
Bidders Principal/Corporate Place of Business Addr	ress: 121 RANCH RD. 6086C
Indicated Status of Business:	
CorporationPartnership	Sole Proprietorship Other:
If other state business status: N/A	
State how long under its present business name:E	EIGHTEEN YEARS
If applicable, list all other names under which the Busine	ess identified above operated in the last five years.
N/A	

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

		1 (140.114	W. 70 D. 1 10.01
Flas the business, or any officer or partner thereo	£ failed	to comp	lete a contract? Yes / No.
Is any litigation pending against the Business?	Yes	No.	
Is offeror currently for sale or involved in any tra If yes, offer need to explain the expected impact	msactio both in	n to expa organizat	nd or to become acquired by another business entity? Yes / No. ional and directional terms.
Has the Business ever been declared "not respon	sive" fo	or the purp	pose of any governmental agency contract award? Yes / No.
Has the Business been debarred, suspended, proportion to a column of the result of the column of the result of the	osed fo om bid	r debarm ding, prop	ent, suspended, proposed for debannent, declared ineligible, posing, or contracting? Yes / No
Are there any proceedings, pending relating to the qualification to receive a public contract? Yes	ie Busir / <u>No</u> ,	tess respo	nsibility, debarment, suspension, voluntary exclusion, or
Hs the government or other public entity request basis of default or in figuration and the Busine	ed or re ss in de	quired en fault?	forcement of any of its rights under a surety agreement on the Yes / No
Is the Business in arrears in any contract or debt?	Yes	/ <u>No</u>	
Has the Business been a defaulter, as a principal,	surety,	or others	vise? Yes / No
Have liquidated damages or penalty provisions be other reason? Yes / No.	een ass	essed aga	înst the Business for failure to complete work on time or for any
State if company is a certified minority business ento	rprise:		
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:	Ø		
The above minority information is requested	for state	istical an	d tracking purposes only and will not influence the amount of

expenditure the City will make with any given company

26.0 Price Schedule

26.1 Section I: All Heavy & Mid-Size Construction Equipment Parts Authorized Distributor/Dealer

Parts Percentage of discount offered	0%
Labor Rate Services	\$ 60.00 Per Hour (Field) \$ 60.00 Per Hour (Shop)
Mileage Rate (if any)	\$ Per Hour

- 26.2 Business hours are from 8:00 A.M. to 5:00 P.M, 5 days per week.

 (Documentation Shall be uploaded onto Cit-E-Bid)
- 26.3 Repairs will be completed within TBD working days after receipt of order.

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD. 6086C

City, State, Zip Code: LAREDO, TEXAS. 78043

Company Authorized Representative's Signature:

Company Representative's Name: JUAN ENRIQUE GONZALEZ

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

27.0 Conflict of Interest Disclosure

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

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

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

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

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.
- Members of the Board of Adjustments
- 7. Members of the Building Standards Board
- 8. Parks & Leisure Advisory Committee Member,
- 9. Historic District Land Board Member.
- 10. Ethics Commission Board Member,
- 11. The Board of Commissioners of the Laredo Housing Authority
- 12. The Executive Director of the Laredo Housing Authority
- 13. Any other City of Laredo decision making board member

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

UAN ENRIQUE GONZALEZ	02/22/2024	
me Signature \	Date	
CONFLICT OF INTEREST QUESTION For vendor or other person doing business		FORM CIQ
his questionnaire reflects changes made to egular Session.		OFFICE USE ONLY
This questionnaire is being filed in accordance we Code by a person who has a business relationship as ocal governmental entity and the person meets req	with Chapter 176, Local Government s defined by Section 176.001(1-a) with a	ie Necewed
By law this questionnaire must be filed with the records entity not later than the 7th business day after the da hat require the statement to be filed. See Section 1	ate the person becomes aware of facts	
A person commits an offense if the person knowing Government Code. An offense under this section is	a Class C misdemeanor.	
Name of person who has a business relations	ship with local governmental entity.	
Check this box if you are filing an update to		
(The law requires that you file an updated comp 7th business day after the date the originally filed que	eleted questionnaire with the appropriate filing stionnaire becomes incomplete or inaccurate.)	authority not later than the
(The law requires that you file an updated comp 7th business day after the date the originally filed que	eleted questionnaire with the appropriate filing stionnaire becomes incomplete or inaccurate.) r has employment or business relationship.	authority not later than the
(The law requires that you file an updated comp 7th business day after the date the originally filed que Name of local government officer with whom file	eleted questionnaire with the appropriate filing stionnaire becomes incomplete or inaccurate.) r has employment or business relationship. Officer & D) must be completed for each officer with	whom the filer has
(The law requires that you file an updated comp 7th business day after the date the originally filed que Name of local government officer with whom file Name of This section (item 3 including subparts A, B, C an employment or other business relationship this Form CIQ as necessary. A Is the local government officer named in this section	oleted questionnaire with the appropriate filing stionnaire becomes incomplete or inaccurate.) r has employment or business relationship. Officer & D) must be completed for each officer with as defined by Section 176.001(1-a), Local Go	whom the filer has overnment pages to other than investment
(The law requires that you file an updated comp 7th business day after the date the originally filed que Name of local government officer with whom file Name of This section (item 3 including subparts A, B, C an employment or other business relationship this Form CIQ as necessary. A. Is the local government officer named in this section	bleted questionnaire with the appropriate filing stionnaire becomes incomplete or inaccurate.) In has employment or business relationship. Officer & D) must be completed for each officer with as defined by Section 176.001(1-a), Local Government in the complete of the	whom the filer has overnment pages to other than investment No
(The law requires that you file an updated comp 7th business day after the date the originally filed que Name of local government officer with whom file Name of This section (item 3 including subparts A, B, C an employment or other business relationship this Form CIQ as necessary. A. Is the local government officer named in this section income, from the filer of the questionnaire? B. Is the filer of the questionnaire receiving or likely direction of the local government officer named in	A complete destion of the section of	whom the filer has overnment pages to other than investment No ncome, from or at the ceived from the local
(The law requires that you file an updated comp 7th business day after the date the originally filed que Name of local government officer with whom file Name of This section (item 3 including subparts A, B, C an employment or other business relationship this Form CIQ as necessary. A. Is the local government officer named in this section income, from the filer of the questionnaire? B. Is the filer of the questionnaire receiving or likely direction of the local government officer named in governmental entity? Yes C. Is the filer of this questionnaire employed by a cogovernment officer serves an officer or director, or he	A complete department of stick the section and	whom the filer has overnment pages to other than investment No oncome, from or at the ceived from the local which the local

(a P	artner of officer of t	the firm of, etc.)	
That he/she is _		UE GONZALEZ	
Being first duly s	worn, deposes and s	ays:	
COUNTY OF W	EBB {}		
STATE OF TEXA			
		AFFIDAVIT	
Form of Non-Col	lusive Affidavit		
Project:			
28.0		AFFIDAVIT	
		PURCHASING DIVISION	

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

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

Subscribed and sworn before me this 20 10

y commission expires:



<i>(</i> '	(



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.

JUAN		E	GONZALEZ	
First		M.I.	Last	Suffix
*2. Contract Informatio	n.			
a) Contract or Project name	ne(s): OFF Road/Mid - Si	ize Sı	upport Fouinment Parts &	service Repairs FY24-048
i) Contract of Project han	ic(s). Ott Hoddinia - Ot	20 0	apport Equipment r arts a	service repails 1 124-040
o) Originating Departmen	t(s): FLEET DEPARTME	NT		
3 Name of individual(s) or entity(ies) seeking a	cont	ract with the city (i.e. pa	rties to the contract)
UAN ENRIQUE GONZALEZ	() A	1010000		
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 ent	ity(ies) that is a nartner	r nar	ont subsidiary business	entity(ies) of the individua
entity listed in Question			em, substatut y business	entity (rea) of the morridual
A DESCRIPTION OF THE PROPERTY OF THE PARTY O			partner, parent, or subsidia	

List any individuals or entities that will be subcontractors on this contract.
lot applicable. No subcontractors will be retained for this contract.
abcontractors may be retained, but have not been selected at the time of this submission.
List of subcontractors:
List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
lot 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:
Disclosure of political contributions.
any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or ny 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)
 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)
lot applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these viduals.
ist 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?

C	(

✓ I am not aware of any conflict(s) of in Council or a city board/commission.	sterest issues under Section 2.01 of the	Ethics Code for members of City
Tham aware of the following conflict(s) of interest:	
	*Acknowledgements	
✓ Updates Required		
I understand that this form must be update before the discretionary contract is the safter any changes has occurred, whichever after the initial submission and up until the safter the sa	ubject of action by the City Council, a ver comes first. This include information	nd no later than five (5) business days on about political contributions made
☑ No Contract with City Officials or Stunderstand that a person or entity who person or entity is prohibited from contract Proposal (RFP), Request for Qualification	seeks or applies for a city contract or a acting city officials and employees reg	arding the contract after a Request for
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 (C Chapter 176 of the Local Government C (CIQ) to the Office of the City Secretary Will acknowledge that I have been advise Government Code.	ode requires contractor and vendors to	
·		
Y. I swear or affirm that the statements of attachments, to the best of my knowledge	contained in this Discretionary Contract cand balief are true, correct, and com	ts Disclosure Form, including any plete.
JUAN ENRIQUE GONZALEZ	Sh	PRESIDENT
Name (Print)	Signature	Title
LAREDO MECHANICAL INDUSTRI	AL SERVICES, INC.	02/22/2024
Company or DBA		Date

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

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

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30.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

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

In 2015, the Texas Legislature adopted House Bil) 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.

30.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3, Definitions

46.5. Disclosure of Interested Parties Form

<i>(</i>	(· .

CERTIFICATE OF INTE	THESTED PARTIES		FORM 1295
Complete Nos. 1 · 4 and 6 if th Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. 3 if there are no interested parties.	OFFI	CE USE ONLY
Name of business entity filing form, entity's place of business.	and the city, state and country of the b	usiness	
LAREDO MECHANICAL I	NDUSTRIAL SERVICES, INC		
	te agency that is a party to the contrac		
and provide a description of the god	sed by the governmental entity or state ods or services to be provided under th nent Parts & service Repairs FY24-048	agency to track or ide e contract.	entify the contract
	City, State, Country	Nature of Interes	t (check applicable
Name of Interested Party	(place of business)	Controlling	Intermediary
		-	-
Check only if there is NO Interested	Party.		
AFFIDAVIT	I swear, or affirm, under penalty of p	erjury, that the above disclo	sure is true and corre
	Signature of authoriz	ed agent of contracting bus	siness entity
AFFIX NOTARY STAMP / SEAL ABOVE			
AFFIX NOTARY STAMP / SEAL ABOVE	enid		da
Sworn to and subscribed before me, by the	said rtity which, witness my hand and seal of office.	this the	
Sworn to and subscribed before me, by the			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

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

((

31.0 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 February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs FY24-048

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredg.jonwave.net/Login.aspx

or

Hand Delivered:

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

((•

ATTACHMENT "A" TEARDOWN AND QUOTATION

VENDOR NAME:		DATE:
The following individual is the ONLY person authorized to con-	numicate problems with e	quipment service and repair:
NAME:		PHONE #:
EQUIPMENT:		
(TYPE OF UNIT)	(SERIAL NO.)	(UNIT/VEHICLE NO.)
DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USE	R COMPLAINTS:	
		······································
		· · · · · · · · · · · · · · · · · · ·
Request that you disassemble the equipment to the extent and analysis, prepare an itemized quote for the complete repair	necessary in order to det	
Fax quote to Flect Maintenance at (956) 727-6450 or e-	• • • • • • • • • • • • • • • • • • • •	ne
The quote should include an itemized list of parts and materials		
	, a detail of the japor and an	ry other applicable charges. The quote must
include the following information:		
INSIDE LABOR HOURS: HOURS @ \$HOURS @ \$	/HOUR	- TOTAL: \$ - TOTAL: \$
PARTS FROM OUTSIDE SOURCES:		- TOTAL: \$
SHOP CHARGE:		- TOTAL: \$
		GRAND TOTAL: \$
REASSEMBLY CHARGE IF NOT REPAIRED:		- TOTAL: \$
WORKED WILL BE COMPLETED WITHIN BEEN RECEIVED.	CALENDAR D	AYS AFTER A PURCHASE ORDER HA
WARRANTY (MATERIALS/LABOR):		
Do not reassemble or repair the equipment, or incur any costs o discussions concerning repairs required must be through the unc	or obligations to City of Lard dersigned.	edo without prior approval. Any and all
Thank you for your prompt consideration.		
Acknowledged by City:	Acknow	wledged by Vendor:

((



CER FICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	CONTACT Noe Cubriel, CIC PHONE (AC, No. Ext): (956)568-5290 E-MAIL ADDRESS: noe@cubrielinsurance.com	6)568-5294
	INSURER(S) AFFORDING COVERAGE	NAIC #
LAREDO MECHANICAL INDUSTRI L SERVICE	INSURERA: THE BURLINGTON INSURANCE CO.	
	INSURER 8: PROGRESSIVE INSURANCE	-
	INSURER C: THE HANOVER INSURANCE COMPANY	-
4619 SAN DARIO STE# 542 LAREDO, TX 78041	INSURER D:	+
LAKEDO, 1X 78041	INSURER E: *******UPDATED******	
COVERAGES CERTIFICATE NUMBER	INSURER F:	
COVERAGES CERTIFICATE NUMBER:		1 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY NUMBER COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 957BG04614-03 8/16/2023 8/16/2024 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$ 100,000 X POLICY PRO-GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: \$ 2,000,000 **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) ANY AUTO 1,000,000 OWNED SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per person) B \$ AUTOS ONLY HIRED AUTOS ONLY Y ٧ 08079425 8/24/2023 8/24/2024 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) S UMBRELLA LIAB 5 OCCUR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WZD H451528-03

CERTIFICAT	E HOL	DER
------------	-------	-----

EXCESS LIAB

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?

If yes, describe under DESCRIPTION OF OPERATIONS below

RETENTIONS

DED

(Mandatory in NH)

CITY OF LAREDO 1102 BOB BULLOCK LOOP LAREDO, TEXAS 78043

CLAIMS-MADE

Y

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

EACH OCCURRENCE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

AGGREGATE

X STATUTE

5

\$

1,000,000

1,000,000

1,000,000

AUTHORIZED REPRESENTATIVE

12/15/2023

12/15/2024

6 1988-2015 ACORD CORPORATION. All rights reserved.

C.	(

Payment Receipt from City of Laredo

From: System Admin (click2gov@ci.laredo.tx.us)

To: laredomechanical@yahoo.com

Date: Monday, October 30, 2023 at 03:45 PM CDT

Payment Receipt from City of Laredo

Account Number:	000643288
Receipt Number:	959684481790095, LARE20359327803
Payment Amount:	\$392,45
Payment Date:	10/30/2023 04:45 PM
Payment Account:	*****8358

Charge Details

Description	Amount
000643288	\$381.01
Total	\$381.01

Additional Fees

Description	Amount
Service Fee - WEB Service Fee	\$11.44
Total	\$11.44

((



CITY OF LAREDO

DORA A. MALDONADO, RTA TAX ASSESSOR - COLLECTOR 1102 Bob Bulleck Loop / P. O. Box 6648 Larerto TX 78042-8548 2023 PROPERTY TAX STATEMENT

TAXES ARE DUE UPON RECEIPT
AND WILL BECOME DELINQUENT PERNARY 1, 2024
PENALTY AND INTEREST WILL BE ADDED EACH MONTH THEREAFTER.



A PAYMENT STATION REMAINS AT 1110 HOUSTON STREET

PROPERTY OWNER ON RECORD

For questions regarding ownership, making address and value changes contact World County Appraisal District at (956) 718-4091

FOR INFORMATION CALL PHONE (956) 727-6403 FAX (956) 727-6404

109 / 38312

HOURS OF OPERATION MONDAY - PRIDAY 8:00 A.M. - 5:00 P.M.

Date of Notice OCTOBER 1, 2023

TAX ACCT TO 643288

ռորտակիլեկրգեցներկարկիրդիլիկինիկ

LAREDO MECHANICAL INDUSTRIAL S 7305 SAN DARIO AVE # 307 LAREDO, TX 78045-7438 801-12011-117- -

PROPERTY ADDRESS / DESCRIPTION

121 RANCH RD PERSONAL PROPERTY FURN FIX EQU IP @121 RANCH RD 6086C @SOUTH TEXAS IND PARK RP#900-00001-04 6 (IMP ONLY)

PARCEL NUMBER OR ALT. ID

CONTRACTOR OF THE PARTY OF THE			(Trit OHID)	. /	
DESCRIPTION	ECONOCIO MARCO INCOC	IF PAID IN	P84%	PATAMOUNT	TOTAL AMOUNT DUE
APPRAISED/ASSESSED VALUE LAND IMPROVEMENT AGRICULTURE PERSONAL PROPERTY TOTAL BEFORE EXEMPTIONS (100% ASSESSMENT RATIO) LESS EXEMPTIONS CODES: NET TAXABLE VALUE TAX RATE (PER \$100) TAX AMOUNT DUE (+) LATE PENALTY (-) CREDIT ON ACCOUNT	0 0 0 71,358 71,358 0 71,358 \$.533945 \$381.01 \$.00 \$.00	OCT 2023 THRU JAN 2024 FEB 2024 MAR 2024 APR 2024 MAY 2024 JUN 2024 JUL 2024 AUG 2024 SEP 2024	0% 7% 9% 11% 13% 15% 18+15% 19+15% 20+15%	.00 26.67 34.29 41.91 49.53 57.15 136.02 140.40 144.78	381.01 407.68 415.30 422.92 430.54 438.16 517.03 521.41 525.79
TOTAL TAX DUE UPON RECEIPT	\$381.01	Panaly and interest in just year on unjust for	good of the stoteto	ry risks of \$2% poneity in OT THE TAXPAYER RE	d 12% blosed ECEIVED THE YAX BILL

 SPLIT PAYMENT OPTION: First 1/2 payment due by November 30: 2022. Remaining 1/2 payment due by June 30: 2024.

2. OVER 65 OR DISABLED PERSON/VETERAN HOMESTEAD INSTALLMENT PROMENTS:

1st. 1/4 payment due by January 31, 2024 (Fab. 28th vith PS))

2nd. 1/4 payment due by March 31, 2024 3rd. 1/4 payment due by May 31, 2024

3rd. 1/4 payment due by May 31, 2024 4th. 1/4 payment due by July 31, 2024

Over-65 or Disabled Person/Veteran Homericans intended in nancon-

PAYMENTS MUST BE MADE BY DATES NOTED ABOVE TO AVOID PENALTY AND INTEREST.

NO PARTIAL PAYMENTS WILL BE ACCEPTED ON SPLIT PAYMENT OFTION OR ON OVER-65 OR DISABLED PERSON / VETERAN HOMESTEAD INSTALLMENT PAYMENTS.

January 31, 2024

Panally and internal imposed of the statistics rule of 12% panelly and 12% branch per year on unjust from Write Friend OR NOT THE TAXPAYER RECEIVED THE TAX BILL. Usually by 3-by tet, a demonstrate from the receiver validation becomed 16% panally and earned plus 15% outputton for an provided by Section 33.07 of the first Property for Code and uno a high risk of being area.

On February 1, 2024, et 2022 detroposit accounts valle on active levent, vell team periods and estated resident above piece an additional 15% efformer (see clinical 22%). These team yill continue to excurse period mostle thereafter

On April 1, 2024, as 2021 decorporat Perspectly Property Accounts will be formed may be our independ for offeredly for collection. At this time, an admittant 150 attends for cell to mental to the penalty and interest noted above. Chieff of 25 or Tourse and v.A. continue to recrome each month thoroafter.

CRY OF LAREDO

NOMEST A

MAIL PAPILENTS CREDITED ACCORDANG TO 0. S. PORTANDO DE YOUR CHECK WILL BE YOUR RECEIRE UNE SESSIONE ETED DEVERTURE. BL PROJESSION FOR WILL BE CHARGED OF ALL PROJECTION OF A CHECK PARTY OF A C

PROPERTY OWNER	PARCEL NUMBER
LAREDO MECHANICAL INDUSTRIAL S	801-12011-117
PROPERTY DESCRIPTION	TAX ACCOUNT I. D.
PERSONAL PROPERTY FURN FIX EQU	643288

\$381.01

IF PAYING SPLIT
PAYMENT OPTION

PAYING OVER-65 OR
DISABLED PERSON /
VE IERAIN HOMES TEAD

INSTALLMENT PAYMENT

PAY THIS AMOUNT

IF PAHD IN FULL

\$190.50 \$190.51

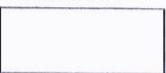
Isl 1/4 PAYMENT DUE BY JANUARY 31, 2024

Total Taxes this by

MAKE CHECK PAYABLE TO

City of Laredo Tax Department P.O. Box 05-48 Laredo Jezas 78042-8540

OF YOUR CHECK





FOR FREQUENTLY ASKED QUESTION GO TO THE CITY WEBSITE AT www.cityoflaredo.com

INFORMATION ON TEXAS PROPERTY TAX LAW OR DEPARTMENT POLICY

- A tax flen is AUYOMATICALLY placed on the property January 1st of each year to ensure that property taxes are paid.
- By law, the Tax Assessor-Collector cannot waive penalty and interest charges on delinquent laxes, adjust values, or ignore established deadlines and requirements as pur the Texas Property Tax Code.
- The current owner of the real property (land and building) is responsible for any unpaid taxes even for years before the property
 was purchased. The new owner is liable for the entire year's tax, even if the property was purchased during the year and the
 taxes were prorated with the selfer at the time of closing.
- Taxes on personal property may have a tax warrant issued and property seized when personal property becomes delinquent on February 1st or the business is moving or going out of business

TAX YEAR	APPRAISED VALUE	TAXABLE VALUE	TAX RAYE (PER \$100)	GITY TAX	%CHANGE FROM YEAR BEFORE
2023 %CHANGE FROM	71,358	71,358	.533945	381.01	-2.44
2018 2022 2021 2020 2019 2018	-40.99% 68,517 100,611 91,400 106,370 120,930	-40.99% 68,517 100,611 91,400 106,370 120,930	-15.78% .570000 .615370 .634000 .634000	-50.30% 390.55 619.13 579.48 674.39 766.70	-36.915 6.845 -14.075 -12.035

All data reflects current valuations for each year and do not reflect over 65 or disabled tax levy freeze limitations.

Payment options available to our customers include:

City Hall, 1110 Houston St. Night drop location at the north entrance,

City Hall Annex, 1102 Bob Bullock Loop. Drive thru located in the north side and the night drop in lane #1.

Deposit Only checks and money orders in night drop.

Business hours from 8:00 a.m. to 5:00 p.m., Monday-Friday.

Online payments via the City's website at www.cityoflaredo.com or scan QR Code (Credit or Debit Card Only).

Mail Payments to City of Laredo, P.O. Box 6548, Laredo, Texas 78042 (Checks or Money Orders only; Make Payable to City of Laredo Tax Department).





2023 TAX STATEMENT

1110 VICTORIA ST., SUITE 107 LAREDO, TEXAS 78040

P.O. BOX 420128 LAREDO, TEXAS 78042-8128

PHONE (958) 523-4200

10/01/2023 Date: P.I.D: 80112011117 BILL#: 231082

56

LAREDO MECHANICAL INDUSTRIAL SERVICES 7305 SAN DARIO AVE, # 307 LAREDO, TX 78045-7438

PROPERTY ADDRESS / DESCRIPTION

121 RANCH RD LAREDO 78043 PERSONAL PROPERTY FURN FIX EQUIP @121 RANCH RD 6086C @SOUTH TEXAS IND PARK RP#900-00001-046 (IMP ONLY)

APPRAISED	WASSING	Timber direction desires	Last State of the Control	Parkett as a second	-	-	STATE OF THE PARTY			NT-10140497
ASSESSED V	ALUE	APPRAISED/A VALUE IMPROV	SSESSED /EMENTS	AGRICULTURE VA	LUE	TAXABL BEFORE E	E VALUE XEMPTIONS	EXEMPTIONS	MORTGAGE GODE	BILLING NO.
PERSONAL	71,358		0		0		71,358			231082
TAXING	UNITS	HOVEST	EXEMPTION AND	UNTE	HETOIA	ABLE VALUE	TAX PATE (PER \$10)	L'ATE APP.	OATION TA	X AMOUNT DU
VEBB COUNTY AREDO COLL						71,358 71,358	0.385 0.267			274.73 191.01
1/2% Sales Tax R	Reduced CO			Manage of the same				TOTA	ıL, →	465.74
OCTOBER NO	OVEMBER	AMOU DECEMBER	NT DUE F	OR MONTH	MAR	the state of the s	APRIL	MAY	JUNE	
465.74	465.74	465.74	465.74	409 34	111112	7.66	516.07	526.28	JUNE	

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	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	١
(465.74	465.74	465.74	465.74	498.34	507.66	516.97	526.28	535.60	632.01	J
	The state of the s	The second state of the second	THE RESERVE OF THE PARTY OF THE	CONTRACTOR OF THE PARTY OF THE					51122713211	The state of the s	p.

TAXES ARE DUE UPON RECEIPT. TAXES WILL BECOME DELINQUENT FEBRUARY 1, 2024. PENALTY AND INTEREST WILL BE ADDED MONTHLY BEGINNING. FEBRUARY 1, 2024. ADDITIONAL COLLECTION FEE ADDED ON JULY 2, 2024.

MAR 9% **APR 11%** JUNE 15% JULY 18%

PROPERTY TAXES IN TEXAS ARE LEVIED AS OF JANUARY 1st OF EACH YEAR AND COVER A PERIOD OF ONE YEAR FROM THAT DATE. ON REAL PROPERTY (LAND AND BUILDINGS), THE CURRENT OWNER CAN BE HELD LIABLE FOR ANY UNPAID TAXES, EVEN FOR YEARS BEFORE HE/SHE BOUGHT THE PROPERTY. THE NEW OWNER IS LIABLE FOR THE ENTIRE YEAR'S TAX TO THE TAX COLLECTOR, EVEN IF THAT PERSON BOUGHT THE PROPERTY DURING THE YEAR AND HAD THEIR TAX PRORATED WITH THE SELLER AT THE TIME OF CLOSING.

PARTIAL PAYMENTS

- 1. SPLIT PAYMENTS: 1/2 payment due by Nov. 30, 2023, remaining 1/2 payment due by July 1, 2024, to avoid penalty & Interest charges. (This option is available on ALL accounts)
- 2. INSTALLMENT PAYMENTS FOR DISABLED OR OVER 65 HOMESTEAD:

1st 1/4 payment due by Jan. 31, 2024

2nd 1/4 payment due by April 1, 2024

3rd 1/4 payment due by May 31, 2024 1/4 payment due by July 31,2024

80112011117

YOUR CHECK WILL SERVE AS YOUR RECEIPT

TAXPAYER'S COPY

ACCOUNT NO.



cean your persons ceount code above to view and pay your taxes online

Five Year Tax History

Disclamer. This information is provided to the space of the space of

Parcel ID: 80112011117

Tax Year	Tax Unit	Apprai: Valu	sed 1	awable Value	Tax Rate	Tax Impos	Tax Cha ed	: Imposed inge From revious Year	Tax Yéar	Tax Unit	Appraised Value	Taxable Value	Tax Mate	Tax Imposed	Tax leposed Change From Previous Year
5053	SI.	71 71	L, 358 L, 358	71,358 71,358	0.385000 0.267675	27 19		2.81 X -1.15 X	2022	2T CMB	68,517 86,517	68,517 68,517	0.390000 0.287616	267:32 197:32	:35.27 X
Tota	.1					· 46	5.74	0.28 X	Tota					464.44	-36.72 %
30\$ L	Gr8	100 100	;611 ;611	100,611 100,611	0.410000 0.319441	41. 32	2.51 1.39	9.54 % 8.02 %	2020	Grs S1	91,400 91,400	91,400 91,400	0.412000 0.325509	376.57 297.52	-14.07 X -14.59 %
Tota				<u>.</u>		73	3.90	8.87 %	Tota) <u> </u>				674.09	-14.44 X
₹019	OrB S1	106 106	, 370 , 370	106, 370 106, 370	0.412000 0.324643	434 34	8.24 9.58	12.04 X 11.63 X	2018	ST CMB	120,910 120,910	120,930 120,930	0.412000 0.327103	498.23 395.57	
Tota	1)	<u></u>				76:	7.82 -	11.86 %	Tota					893.80	· · · · · · · · · · · · · · · · · · ·
Tax Ista	202 Appra Vali	1168	2018 Apprelised Value	2023 Faceble Valu			2023 tr late	2018 122 Eale	Ţ	2023 ax [#905				Year % of Chang	Tan Imposed
27 27	7	1,358 1,358	170,93 120,93	71;	356 358	120,930 120,930	0.385000 0.267675	0.4120 0.3271	00 03	274 191		8.23 -40.9 5.57 -40.9	9 % -41 9 % -41	0,99 % -6.55 0,99 % -18,17	
						<u> </u>					<u>.</u>				
Tota	1									465	.74 89	3.80			-47.89 %

Taxing Unit Code and Description GWB - WEBB COUNTY S1 - LAREBO COLLEGE

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Thursday, December 7, 2023 at 04:15 PM CST

Webb County Tax Office

	PAYMENT RECEIPT
Fransaction Details	
Payment To	Webb County Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	JUAN GONZALEZ
Payment Date	12/07/2023
Payment Time	04:15:42 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx358
Reference Number	9270105563
Transaction ID:	0y9cs7te
Payment Amount	\$465.74
Service Fee	\$13.97
Total Amount	\$479.71

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

C	(,

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Thursday, February 8, 2024 at 03:00 PM CST

United ISD Tax Office

	PAYMENT RECEIPT	
Fransaction Details		
Payment To	United ISD Tax Office	
Payment For	Property Taxes	
Account Number	80112011117	
Name	JUAN GONZALEZ	
Payment Date	02/08/2024	
Payment Time	03:00:26 PM, CST	
Payment Type	Payment Card	
	MasterCard - xxxxx358	
Reference Number	9210081609	
Transaction ID:	4v1kqdpe	
Payment Amount	\$609.43	
Service Fee	\$18.28	
Total Amount	\$627.71	

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

UNITED INDEPENDENT SO JOOL DISTRICT

THIS IS YOUR TAX BILL

Monica Madrigal, RTA

Pay United I.S.D. Tax Office 3501 E. Saunders

Laredo, Texas 78041



ALT#: 000000459247

BILL#:

699061

Date: 10/01/2023 P.I.D: 801-12011-117

> , մին հին հետ իկսի Ուսայինի իրակին անգնակին LAREDO MECHANICAL INDUSTRIAL SERVICES

331 7305 SAN DARIO AVE # 307 17 LAREDO, TX 78045-7438

36

To:

RETURN TOP PORTION WITH PAYMENT, THANK YOU

2 ?3 TAX STATEMENT TAXES ARE DUE UPON RECEIPT

JANUARY 31, 2024 IS THE LAST DATE TO PAY 2023 TAXES WITHOUT PENALTY AND INTEREST

JF P	AID BY	AMOUNT DUE
OCTOBER NOVEMBER DECEMBER JANUARY FEBRUARY MARCH APRIL MAY JUNE JUNE JULY	31, 2023 30, 2023 31, 2023 31, 2024 29, 2024 31, 2024 30, 2024 31, 2024 31, 2024 31, 2024	569.56 569.56 569.56 569.56 609.43 620.82 632.21 643.60 654.99 779.61

2023 699061 0000056956 6

UNITED	LS.D. 2023	TAX	STATEMENT
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EXEMPTIONS BEFORE EXEMPTIONS NUMBER 71,358 0 0 71,358

PERSONAL

IUN	UNITED ISD	71,358		71,358	0.798170	569.56
	TAXING UNITS	ASSESSED VALUE (100% RATIO)	TOTAL EXEMPTIONS	NET TAXABLE VALUE	TAX RATE (PER \$100)	TAX AMOUNT DUE
111000000000000000000000000000000000000	The state of the s					

SCHOOL DISTRICT M&O/DEBT RATE INFORMATION

TAXING 2023

M&O

UNIT IUN 0.669200

DEBT 0.128970

M&O

DEBT 0.854600 0.167940 AGENT-10140497

Total Property Taxes:

569.56

699061

IMPORTANT TAX INFORMATION, PLEASE READ.

ON FEBRUARY 1, 2024 UNPAID 2023 PERSONAL PROPERTY TAXES WILL HAVE A TAX WARRANT ISSUED/COLLECTION CLAIM FILED & COLLECTION FEES WILL BE APPLIED.

WHEN A LAWSUIT HAS BEEN FILED ON PRIOR YEAR TAXES AND THE 2023 TAXES REMAIN UNPAID ON FEBRUARY 1, 2024 COLLECTION FEES WILL BE IMPOSED PURSUANT TO THE TIFT C. TO THE 2023 TAXES

MAILED PAYMENTS ARE APPLIED ACCORDING TO U.S. POSTAL SERVICE POSTMARK.

* PAYMENT WILL BE REVERSED ON ALL CHECKS RETURNED BY THE BANK. A \$15.00 FEE WILL BE APPLIED.

ON FEBRUARY 1, 2024 ALL UNPAID 2023 TAXES BECOME DELINQUENT

Legal Description

PERSONAL PROPERTY FURN FIX EQUIP @121 RANCH RD 6086C @SOUTHTEXAS IND PARK RP#900-00001-046 (IMP ONLY)

"IF YOU ARE 55 YEARS OF AGE OR OLDER OR ARE DISABLED. AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES". T.P.T.C (Sec 33.045)

			FULL MAR	KET VALUE	71,358			
	Property ID Number	JF P	AID BY	AMOUNT DUE				
	801-12011-117	ONLY PROPERTY WITH AN OVER 65 HOMESTEAD EXEMPTION, DISABLED HOMESTEAD EXEMPTION AND VETERAN ON HOMESTEAD QUALIFY FOR QUARTERLY PAYMENTS, TO AVOID PENALTY AND INTEREST, PAYMENTS MUST BE RECEIVED ON OR BEFORE THE FOLLOWING DATES;				OCTOBER	31, 2023	569.56
ay o:	Monica Madrigal, RTA United I.S.D. Tax Office 3501 E. Saunders Laredo, Texas 78041 (956) 473-7900					NOVEMBER DECEMBER JANUARY FEBRUARY MARCH APRIL	30, 2023 31, 2023 31, 2024 29, 2024 31, 2024 30, 2024	569.56 569.56 569.56 609.43 620.82 632,21
	HOURS OF OPERATION: MONDAY - FRIDAY	1st Payment JAN, 31st	2nd Payment MARCH 31st	3rd Payment MAY 31st	4th Payment JULY 31st	MAY JUNE JULY	31, 2024 30, 2024 31, 2024	643.60 654.99 779.61

PENALTY & INTEREST WILL BE IMPOSED AT THE FOLLOWING STATUTORY RATES:

Tax information & online payments are available at FEB 7% | MAR 9% | APR 11% | MAY 13% | JUNE 15% | www.msdtax.not IN ADDITION, APPLICABLE COLLECTION FEES AND OR CHARGES WILL BE IMPOSED A 3% FEE is applied to online payments or \$3.00 if less than \$100.00 IF 2023 TAXES ARE NOT PAID IN FULL BY JANUARY 31st 2024

KEEP BOTHOMIPORTION BOR VOHENBEGORIES

8:00 A.M. - 4:30 P.M.

CAMPLEM COMPLETE COMMUNICATION AND VANDABLE COMPLETE

Taxing Unit Code and Description: IUN - UNITED ISD

Five Year Tax History Parket ID: 801-12011-117

Disclamor: This Information is provided to the taxpayer Per Senate Bill 18 and House Bill 1984, animended subsection (c) and added subsection (c-1) to Section 31.01 of the Tax Code, enacted by the legislature of the State of Texas.

Tax Tax Year Unit	Value			[hposed	ax Imposed hange From Provious Year	Tax Year Unit	Appraised Value	Takable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year
7021 EUN	7L,358	71,358	0.798170	\$69.56	-16.71 X	3055 INH	68,517	68,517	1.022540	700.61	-40.88 5
Total			_	569,56	-18,71 X	Tota)		<u> </u>			•
021 TUN	100,611	100,611	1,177800	1,165.00		2020 IUN	91,400	91,400	1,198640	700.61	-40,88 5 -14,07 5
Total				1,185.00	8.15 X	Total			<u>.</u>	1,095.74	-14.07
1019 1UM	195,370	106,370	1.196640	1,275.21	-15.76 K	2018 IUH	120,930	120,930	1.251723	1,513.71	
.		_									
Total				1,275,21	-15.76 X	Intal				1,513,71	
2023 Fax: Apprais		2023 Tababia Yaiya	2018 M Taxable Value	2023 Tex Arte	2018	2023	2018			ear % of Change	
Value Value	ed Appraises		13300	I IN MITE	Tax Rate	fax Impos	ed Tax Tepole	Appraised	Tacable Yalba	The little	Täx Imposed
WN 71,	.358 120,930	71,35	8 120,930	0.798170	1.25177	23 569),56 1,51 1 .	.71 -40.99	X -40.5	99 % -36.23 %	-62.37 X
Total						566	0,56 1,513.			·	-62.97 X

* This is a Provisional Tax Bill *

If the Texas Legislature had not enacted property tax relief legislation during the 2023 legislative session, your tax bill would have been \$645.91. Because of action by the Texas Legislature, your tax bill has been lowered by \$76.35, resulting in a lower tax bill of \$569.56, contingent on the approval by the voters at an election to be held November 7, 2023, of the constitutional amendment proposed by H.J.R. 2, 88th Legislature, 2nd Called Session, 2023. If that constitutional amendment is not approved by the voters at the election, a supplemental tax bill in the amount of \$0.00 will be mailed to you.