

# City of Laredo **Purchasing Division** RENEWAL NOTICE

February 18, 2025

Mr. Juan Gomez Laredo Mechanical Industrial Services, Inc. 121 Ranch Road 6086 C Laredo, Texas 78043

Re:

Stationary & Portable Generator Parts/Services

Contract FY22-048 Extension III

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is last extension period for this contract.

### **Current Contract Pricing:**

Description Stationary & Portable Generator Services

Standard Shop Labor Rate

Field Labor Rate Diagnostic Shop Labor Rate

Sincerely

Jaime E. Zapata

Percent of Discount Offered

Hourly Rate

\$ 70.00 Per Hour

\$ 70.00 Per Hour

\$ 70.00 Per Hour

0%

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Laredo Mechan	ical Industrial Service	***		******		***************************************
Request a contr	tet extension	Not requ	iest a contract e	stension:		
Authorized Sign	11 b			* · · · · · · · · · · · · · · · · · · ·	MATTER A. C	
	Juan E	6000	~ · · · · ·	- Managers day and Addition of		
			7CE_2	A.S. A. sold model description of the second	A STATE OF BRIDE STATE OF THE S	
Date:	-/20/202	45				

Phone (956)794-1733 Fax 790-1805



# City of Laredo Purchasing Division RENEWAL NOTICE

February 18, 2025

Mr. Juan Gomez Laredo Mechanical Industrial Services, Inc. 121 Ranch Road 6086 C Laredo, Texas 78043

Re:

Xc:

Stationary & Portable Generator Parts/Services

Contract FY22-048

Extension III

Dear Mr. Gomez.

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is last extension period for this contract.

### **Current Contract Pricing:**

Description

Stationary & Portable Generator Services
Standard Shop Labor Rate
Field Labor Rate
Diagnostic Shop Labor Rate
Percent of Discount Offered

Hourly Rate \$ 70.00 Per Hour \$ 70.00 Per Hour \$ 70.00 Per Hour 0%

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,	
Jaime E. Zarata	
Jaime E. Zapata Purchasing Agent	

Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension: \_\_\_\_\_\_Not request a contract extension: \_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_

Print Name: \_\_\_\_\_\_

Date: \_\_\_\_\_\_

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 Phone (956)794-1733 Fax 790-1805



# City of Laredo Purchasing Division LETTER OF AWARD

April 3, 2024

Mr. Juan Gomez Laredo Mechanical Industrial Services, Inc. 121 Ranch Road 6086 C Laredo, Texas 78043

Re:

Stationary & Portable Generator Parts/Services

Contract FY22-048

Extension II

Dear Mr. Gomez,

This is to inform you that the contract renewal FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 2, 2024. This is the second of three extension periods. Your company is the primary vendor for this contract.

### **Current Contract Pricing:**

Description

Stationary & Portable Generator Services

Standard Shop Labor Rate

Field Labor Rate

Diagnostic Shop Labor Rate

Percent of Discount Offered

Hourly Rate

\$ 70.00 Per Hour

\$ 70.00 Per Hour

\$ 70.00 Per Hour

0%

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc:

Purchasing File

# City of Laredo

1110 HOUSTON STREET LAREDO, TEXAS 78040

# Legislation Text

File #: 24-0601, Version: 1

#### SUBJECT

Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to \$220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. There was no price increase during the last extension period. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for one additional one-year period upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

### PREVIOUS COUNCIL ACTION

Approved a one-year contract on 4/17/23.

### **BACKGROUND**

This contract establishes an hourly service rate and a discount rate for parts for the City's stationary and portable generators. There was no price increase during the last extension period. This is the second of three extension periods. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

### **Current Pricing:**

Stationary & Portable Generator Services	Hourly Rate
Standard Shop Labor Rate	\$ 70.00
Field Labor Rate	\$ 70.00
Diagnostic Shop Labor Rate	\$ 70.00
Percent of Discount Offered	0%
Parts delivered in working days	2

### COMMITTEE RECOMMENDATION

None.

### STAFF RECOMMENDATION

It is recommended that this contract be renewed.

### **Fiscal Impact**



# City of Laredo Purchasing Division RENEWAL NOTICE

March 7, 2024

Mr. Juan Gomez Laredo Mechanical Industrial Services, Inc. 121 Ranch Road 6086 C Laredo, Texas 78043

Re:

Stationary & Portable Generator Parts/Services

Contract FY22-048 Extension II

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is second of three extension periods.

### **Current Contract Pricing:**

Description

Stationary & Portable Generator Services

Standard Shop Labor Rate

Field Labor Rate

Hourly Rate

70.00 Per Hour

70.00 Per Hour

Diagnostic Shop Labor Rate Percent of Discount Offered

\$ 70.00 Per Hour 0%

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension:

Authorized Signature:

Print Name: JUDD ENRIBUE GONZALEZ

Date: 3/7/2024

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 Phone (956)794-1733 Fax 790-1805



# City of Laredo Purchasing Division LETTER OF AWARD

April 18, 2023

Mr. Juan Gomez Laredo Mechanical Industrial Services, Inc. 121 Ranch Road 6086 C Laredo, Texas 78043

Re:

Stationary & Portable Generator Parts/Services

Contract FY22-048

Extension I

Dear Mr. Gomez,

This is to inform you that the contract renewal FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 17, 2023. This is the first of three extension periods. Your company is the primary vendor for this contract.

### **Current Contract Pricing:**

Description

Stationary & Portable Generator Services

Standard Shop Labor Rate

Field Labor Rate

Diagnostic Shop Labor Rate

Percent of Discount Offered

Hourly Rate

70.00 Per Hour

70.00 Per Hour

70.00 Per Hour

70.00 Per Hour

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:

Purchasing File

City Council-Regular

**Meeting Date:** 04/17/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director; Jose F. Castillo, Interim

Finance Director, Miguel A. Pescador, Purchasing Agent

### **SUBJECT**

Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to \$220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. Loftin Equipment, Universal City, Texas, has decided not to renew their portion of this contract. There was no price increase during the last extension period. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for two additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Fund.

# **VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

### PREVIOUS COUNCIL ACTION

Approved a one-year contract on 4/19/22.

### **BACKGROUND**

This contract establishes an hourly service rate and a discount rate for parts for the City's stationary and portable generators. There was no price increase during the last extension period. This is the first of three extension periods. Loftin Equipment, Universal City, TX, has decided not to renew their portion of this 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Pricing Summary:

Description	Laredo Mechanical Industrial Services
Stationary & Portable Generator Services	Established Rates
Standard Shop Labor Rate	\$70.00
Field Labor Rate	\$70.00
Diagnostic Shop Labor Rate	\$70.00
Diagnostic Shop Labor Rate	\$70.00
Percent of Discount Offered	0%
Parts delivered in working days	2

A complete bid tabulation is attached.

### COMMITTEE RECOMMENDATION

None.

### STAFF RECOMMENDATION

It is recommended that this contract be renewed.

**Fiscal Impact** 

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Fleet Maintenance Fund

Account #:

59328105332078

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

### **Attachments**

Bid Tab FY22-048 Contract FY22-048



## City of Laredo Purchasing Division RENEWAL NOTICE

March 39, 2023

Mr. Juan Gomez Lacedo Mechanical Industrial Services, Inc. 121 Ranch Roud 6086 C Laredo, Texas 78043

Ro:

Sinsorely,

Mignel A Percedor

Stationary & Portable Generator Parts/Services Confluer FY22-048 Extension I

Dear Mr. Gomez.

This is to inform you that the contract FY21.048 for the supply of Oliki generator parts and services for the City's stationary and portable generators for the Flest Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this continue. This is first of three extension periods.

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Similarly & Portable Generator Services
Standard Stop Labor Rate
Field Labor Band
Disgrate Shop Labor Rate
S 70.00 Per Hour
Field Labor Band
S 70.00 Per Hour
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if there are any questions regarding this renewal notice, please feel free to call me at (956) 794-

> City of Letedo - Purchasing Division: 5512 Thomas Ave., Laredo, Tekas 78041 Phone 1956/1951 733 Fax 790-1805



# City of Laredo Purchasing Division LETTER OF AWARD

April 20, 2022

Mr. Juan Gomez Laredo Mechanical Industrial Services, Inc. 121 Ranch Road 6086 C Laredo, Texas 78043

Re:

Stationary & Portable Generator Parts/Services

Contract FY22-048

Approved by City Council 19, 2022

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 19, 2022. This contract has three extension periods. Your company will be the primary vendor for this contract.

### Current Contract Pricing:

Description

Stationary & Portable Generator Services

Standard Shop Labor Rate

Field Labor Rate

Field Labor Rate

Diagnostic Shop Labor Rate

Percent of Discount Offered

Hourly Rate

70.00 Per Hour

70.00 Per Hour

70.00 Per Hour

### Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. <a href="https://www.ethics.state.tx.us/whatsnew/FAQ\_Form1295.html">https://www.ethics.state.tx.us/whatsnew/FAQ\_Form1295.html</a>. You scan and email a copy to <a href="mpescador@ci.laredo.tx.us">mpescador@ci.laredo.tx.us</a> If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:

Purchasing File



# City of Laredo Purchasing Division LETTER OF AWARD

April 20, 2022

Ms. Amanda Durand Loftin Equipment Co. 1241 Universal City Boulevard Universal City, Texas 78148

Re:

Stationary & Portable Generator Parts/Services

Contract FY22-048

Approved by City Council 19, 2022

Dear Ms. Durand,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 19, 2022. This contract has three extension periods. Your company will be the secondary vendor for this contract.

## Current Contract Pricing:

#### Description

Stationary & Portable Generator Services
Standard Shop Labor Rate
Field Labor Rate
Diagnostic Shop Labor Rate
Percent of Discount Offered

Hourly Rate
\$ 116.00 Per Hour
\$ 116.00 Per Hour
\$ 116.00 Per Hour
\$ 116.00 Per Hour

## Statutory Requirement to File Form 1295:

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc: Purcha

Purchasing File

City Council-Regular Meeting Date: 04/19/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador,

Purchasing Agent

### **SUBJECT**

Consideration to award annual parts/service contract FY22-048 to the following vendors:

- 1) Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to \$220,000.00 (Primary Vendor);
- 2) Loftin Equipment, Universal City, TX, in an amount up to \$80,000.00 (Secondary Vendor);

for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three (3) additional one (1) year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**None.

# PREVIOUS COUNCIL ACTION

None.

### BACKGROUND

The City received two (2) bid through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) generator parts and services for the City's stationary and portable generators. This contract establishes an hourly service rate and a discount rate for parts. Staff has reviewed the bids received and is recommending that this contract be awarded to Laredo Mechanical Industrial Services as a Primary Vendor and Loftin Equipment as a Secondary Vendor.

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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

In determining the **best value** for the City of Laredo the following factors were considered by the Fleet Department, in accordance with corresponding points, in the evaluating bids:

	Max Points
Contractor's Profile & Qualifications	20
Support Letter	5
The bidder's past relationship with the City of Laredo	
Prior Contracts	25
Pricing & Discount	50
Total	100

# Scoring Summary:

Vendor	Evaluation Scores	Awarded Amount	Notes
Laredo Mechanical	945	\$ 220,000,00	Primary Vendor
Loftin Equipment	845	ዴ ያለ በለስ ስለ	Coopedanilla

# Pricing Summary:

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Description	Laredo Mechanical	Loftin Equipment
	Industrial Services	Company
Stationary & Portable Generator		
Services	Established Rates	Established Rates
Standard Shop Labor Rate	\$ 70.00	\$ 116.00
		T

Field Labor Rate	\$ 70.00	\$ 116.00
Diagnostic Shop Labor Rate	\$ 70.00	\$ 116.00
Diagnostic Shop Labor Rate	\$ 70.00	\$ 116.00
Percent of Discount Offered	0%	15%
Parts delivered in working days	2	30

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

# **COMMITTEE RECOMMENDATION**

None.

# STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:

2022

Bugeted Y/N?:

Yes

Source of Funds:

Fleet Maintenance Fund

Account #:

59328105332078

Change Order: Exceeds 25% Y/N:

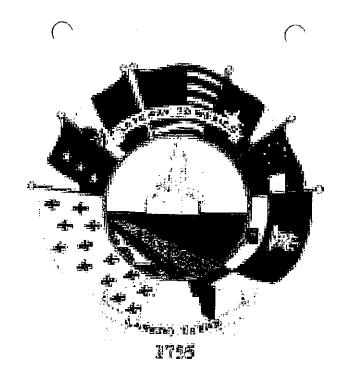
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

### Attachments

Bid Tab FY22-048 FY22-048 Contract

FY22-048 Best Value Scores



# FY22-048 Addendum 1 Laredo Mechanical Industrial Services, Inc. Supplier Response

# **Event Information**

Number:

FY22-048 Addendum 1

Title:

FY22-048 Stationary & Portable Generator Parts/Services - Fleet

Department

Type:

Request For Bid

Issue Date: 3/9/2022

Deadline:

3/30/2022 05:00 PM (CT)

Notes:

MANUAL BID DROP-OFF PROCEDURES

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

only be accepted between 3:00 and 3:45 p.m.

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

the following:

Name of Bid

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

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

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue

Laredo, TX 78041

Phone: 956 (794) 1733 Fax:

956 (790) 1805

Email:

ealdape@ci.laredo.tx.us

# Laredo Mechanical Industrial Services, Inc. Information

Address: 7305 San Dario Ave

#307

Laredo, TX 78045 (956) 568-5354

Phone: Email:

laredomechanical@yahoo.com

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

Martha A Navarro for Laredo Mechanical Ind. Ser

laredomechanical@yahoo.com

Signature

Submitted at 3/31/2022 10:24:06 AM

### **Bid Attributes**

### 1 Questionnaire Description

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

Email

2 Name of Offeror (Business)

No response

Print Name of person authorized to sign bid

No response

4 Title

No response

5 Business Address

No response

6 City, State, Zip Code

No response

7 Telephone Number

No response

8 Federal Tax ID Number

No response

Bidders Principal/Corporate Place of Business Address

No response

ſ		
	0	Indicated Status of Business  Corporation
	1	If other state business status  No response
	1 2	State how long under its present bsulness name  [No response]
	13	If applicable, list all other names under which the Business Identified above operated in the last five years
L		No response
	1 4	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the No
	1 5	Question #1  Has the business, or any officer or partner thereof, failed to complete a contract?  No
	1 6	Question 2 Is any litigation pending against the Business? No
	7	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?
1	3 I	Question #4  If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.  No response
Ş	•	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?  No
2		Question #6  Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
1		Question #7  Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

<u>-</u>	
2	Question #8  Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?
3	Question #9 Is the Business in arrears in any contract or debt?  No
24	Question #10  Has the Business been a defaulter, as a principal, surety, or otherwise?  No
2 5	Question #11  Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?  No
2 6	State if the Company is a certified minority business enterprise  The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
2 7	Historically Underutilized Business (HUB)
2 8	Small Disadvantaged Business Enterprise (SDBC) No
2 9	Disadvantaged Business Enterprise (DBE)
3	Other: Please specify  No response
3	This company is not a certified minority business  This company is not a certified minority business (This company is not a certified minority business)
3 2	Contact Person Email Address  No response

### 3 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 Jaπuary 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 & Lelsure 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.

# 3 Conflict of Intererst Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

# Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS

If you attest there is no conflict of interest, please skip sections 2-8.

 $\square$  I attest there is no coflict of interest (I attest there is no coflict of interest )

3 Question 2. Name of person who has a business relationship with local governmental entity

No response

3	Question 3. Check this box if you are filing an update to a previously filed questionnaire.
<i>'</i>	(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)  I am filing an update (I am filing an update)
=	
8	Question 4. Name of local government officer(s) with whom filer has employment or business relationship.
.a.`	This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.
	No response
3	Question 5. Sub-Part A
39	A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?  No response
Æ	Question 6. Sub-Part B
4 0	B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
	No response
4	Question 7. Sub-Part C  C. Is the filer of this questionnaire amployed by a corporation or other business entity with respect to which the loca government officer serves an officer or director, or holds an ownership of 10 percent or more?  [No response]
4 2	Question 8. Sub-Part D
2	D. Describe each employment or business relationship with the local government officer named in this section
:	Na response
4	Disclosure Form
3	For details on use of this form, see Section 4.01 of the City's Ethics Code.
4	This is a
4	No response
4 5	Question 1. Name of person submitting this disclosure form
5	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)
·	No response
4	Question 2. Contract Information
6	Please include the following:
	a)Contract or Project Name b)Originating Department

No response

<b>4 7</b>	Question 3. Name of individual(s) or entity(les) seeking a contract with the city (i.e. parties to the contract)
------------	--

No response

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

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

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

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

# 5 Question 7. Disclosure of political contributions

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

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

No response

# Updates on contributions required

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

### 5 8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of Interest is question 8, please list them in this section.

No response

# 5 Question 9. Updates Required

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

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

_				
55	Question 10. No Contract with City Officials or Staff during Contract Evaluation  I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  I have read and understand this section (I have read and understand this section)			
56	Question 11. Conflict of Interest Questionnaire (CIO)			
57				
5 8	Question 12. Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  I swear or affirm information is correct (I swear or affirm information is correct)			
5	Company Information Questionnaire  ☐ I have completed this section (I have completed this section)			
6	Conflict of Interest Questionnaire  ☐ I have completed this section (I have completed this section)			
6 1	Non-Collusive Affidavit  I have completed and included this form (I have completed and included this form)			
62	Discretionary Contracts Disclosure     I have completed this section (I have completed this section)			

# 6 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### Filing Process:

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

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

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

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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

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

# Terms and Conditions for Request for Bids

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests accidenal 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) Blds 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.
- (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, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council,
- 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@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 bld 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 filling 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 profesting vendor is not satisfied with the decision of the City Purchasing Officer, such profesting 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 based on Best Value and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

There will be one primary and one secondary vendor for this contract.

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

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

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

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

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

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must

	remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.				
	(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.				
	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 old 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 Authoritization Form issued by the City of Laredo or upon request from the				
	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.				
: .· 	☐ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)				
5	Ordinace 2018-0-175				
	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.				
	No response				
6	Overview of Company as per 20.0				
	Section 1: Overview of Company (upload onto Cit-E-Bid)  It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be				
	a support parties, provide responses to the following information requests and questions that address your company's				
	operations, organization, and equipment.				
2	☐ Yes (Yes)				
6 7	Support Letter as per 21.0				
	Section II: Support Letter (upload onto Cit-E-Bid) - The prospective contractor must provide a supplier				
÷	letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.				
	Ses (Yes)				
<u>=</u>	Bidder's Past Relationship with the City of Laredo as per 22.0				
6 8	Section III: The hidden's and all the late of the late				
	Yes (Yes)				
6	Addendum				
<b>y</b> .	Addendum Requires Acknowledgement of FY22-048 Attachment A Generator List				
٠.	☐ Acknowledge (Acknowledge)				
3 i c	lid Lines				
1	Package Header				
	Section IVA: Stationary and Portable Generator Repair OEM Parts				
	(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs) (Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)				
- 1	The state of the s				

1	( )		
	Quantity: 1 UOM: PKG  Manufacturer:	Total:	No response
	Package Items		
	1.1 Percent of Discount Offered		
	Quantity: 1 UOM: EA  1.2 Parts will be delivered in working days after receipt of order.		Total: No response
	Quantity:1 UOM: Days		Total: No response
2	Package Header		
	Section IVB: Stationary and Portable Generator Repair Services L:	abor Rate	
	(Standard generator repairs for portable generators and medium to I standard maintenance repairs)(Generator brands Generac, Onan, Co	arge stationary generators) ( numins, Caterpillar, Honda,	Electrical, hydraulic, , etc.)
	Quantity:1 UOM; PKG  Manufacturer:	Total:	No response
	Item Notes:		
	Package Items		
٠,	2.1 Standard Shop Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate Price: 2.2 Field Labor Rate	No response Total	: No response
	L. Field Lagor Rate		
	Quantity: 1 UOM: Hourly Labor Rate Price: 2.3 Diagnostic Shop Labor Rate	No response Total	No response
	Quantity: 1 UOM: Hourly Labor Rate Price: 2.4 Diagnostic Field Labor Rate	No response Total	: No response
	Quantity: 1 UOM: Hourly Labor Rate Price:	No response Total	No response

Response Total: 0



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

# STATIONARY AND PORTABLE GENERATOR PARTS/SERVICES FLEET DEPARTMENT

### Public Notice

Notice is hereby given that the City of Laredo is now accepting scaled bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM generator parts and solvices for the City's stationary and portable generators 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: <a href="www.cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>

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 March 30, 2022; and all bids received will be oponed and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2022.

Fland delivered hids are to be submitted in a sealed envelope clearly marked:

Bid: Stationary & Portable Generator Parts/Services - Fleet Department FY22-048

Bids can be downloaded and submitted through Cir-E-	is one to down leaded and the first of the f		
Dies can be diswittened and submitted through Cit-E-	Hand Delivered:		
Bid:	City of Laredo - City Secretary		
https://cityoflaredp.jonwave.net/Login.aspx	C/O Jose A. Valdez Jr.		
	City Hall - Third Floor		
	1110 Houston Street		
	Laredo, Texas 78940		

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

# MANUAL BID DROP-OFF PROCEDURES

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

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

- Name of Bid
- Name of Company submitting Bid
- Address of Company submitting Bid
- Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
- 3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office



# City of Laredo Purchasing Division

### Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bid and other contract provisions for awarding annual contracts for the supply of OEM generator parts and services for the City's stationary and portable generators 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 5:80 P.M on March 30, 2022, and all bids received will be opened and publicly read at 10:00 AM at the Office of the City Secretary on March 31, 2022,

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

Bidı Stationary & Portable Generator Parts/Services - Fleet Department FY22-048

Bids can be downloaded and submitted through Hand Delivered: Cit-F-Bid:

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

City of Laredo - City Secretary C/O Jose A. Valdez Jr.

City Hall - Third Floor 1110 Houston Stroot Larodo, Texas 78040

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

WITHESS MY HAND AND SEAL, ON THIS 8th DAY OF MARCH 2022.

Alaghta & Misses :

## 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 Charler 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.

2.9 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: <a href="https://citvoflaredo.ionwave.net/Login.aspx">https://citvoflaredo.ionwave.net/Login.aspx</a>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all band 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, amail 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.

(1) 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.

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

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

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

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will

not be considered. Late bids will be returned to the bidder unopened.

- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador \$512 Thomas Ave, Laredo, TX 78041 mpescador@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 veudor 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 Larado.
- (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.

### 9.8 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 based on Best Value and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and one accordary vendor for this contract.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The hidder 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 slipulated in the bid documents."

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

### 11.0 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. Bux 210, Luredo, 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

jiolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040.

### 12.0 INSURANCE REQUIREMENTS

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

- (a) Commercial General Liability insurance at 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) bezards. 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 retreactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renowal of the insurance.
  - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  - 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 Tuxas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

  City of Laredo Parchasing Division, 55(2 Thomas Ave., Laredo, Texas, 78041 (956) 794-1733. Fax (956) 790-1805 Email and parchasing Plage 6 of 28

- 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.
  - (1) 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.
- 13.9 CONTRACT REQUIREMENTS
- 13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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.

13.4 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\*\*

# 13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to camply 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 lanuary 1, 2016.

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

### 14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Luredo 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 tran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract probabition under the bill.

### Formal Invitation for Bids Stationary & Portable Generator Parts/Services First Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and services for stationary and portable generators 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: <a href="https://cityoflaredo.ionwave.net/Login.aspx">www.cityoflaredo.com</a> or through Cit-E-Bid: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>

- All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, March 15, 2022 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us
- 15.2 For additional questions regarding these specifications please contact:

Contact Ron Miller Phone#

Email

(956) 727-6455 miller@ci.laredo.tx.us

- 16.0 General Requirements
- 16.1 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.
- 16.2 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.
- 16.3 Bids will be awarded to multiple bidders meeting the city's requirements.
- 16.4 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.
- 16.5 Bids not submitted on these forms will not be considered.
- 16.6 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.
- 16.7 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.
- 16.9 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).

- 16.10 All subject price lists should be submitted with this bid and shull 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.
- 16.11 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.
- 16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 16.13 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.
- 17.6 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.
- 17.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 17.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 17.3 A written Delivery Order must be issued prior to any work being performed.
- 17.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 17.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 17.6 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.
- 17.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 17.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 17.9 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.
- 17.10 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.
- 17.11 Invoices:
  - 17.11.1 Must be legible and reference a valid purchase order number.
  - 17.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.

- 17.11.3 Must list labor hours as applicable for all work billed.
- 17.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 17.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.
- 17.13 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.
- 17.14 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. Urgant 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.
- 17.15 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.
- 17.16 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.
- 17.17 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.

### 18.0 Evaluation Criteria

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

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

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

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

The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Sections	Criteria	Max Points
<u>I</u>	Contractor's Profile & Qualifications (20.0)	20
<u> </u>	Support Letter (21:0) (upload onto Cit-E-Bid)	<u> </u>
ш	The bidder's past relationship with the City of Laredo - Prior Contracts (22.0) (uplead ento Cit-E-Bid)	25
IV	Pricing & Discount (29.0) (upload onto Cit-E-Bid)	50
]	Total	100

### Rating of Definitions for % point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	The specifications.
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	a server at the state of the server server.
60	Average	Adequately meets most criteria.
70	Good to Average	The second the second s
08	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

### Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
ľ	Contractor's Profile & Qualifications (20.0)	20	70%	14.00
Ω	Support Letter (21.0)	5	80%	4.00
ш	The bidder's past relationship with the City of Laredo - Prior Contracts (22.0)	25	90%	22.50
īV	Pricing & Discount (29.0)	50	100%	50.00
			Total Score	90.50

### 19.0 Required Submittals

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

~ ~ ~		
20.0	Section I: Overview of Company (upload onto Cit-E-Bid)	
	The control of the co	
	It is City of Laredo's desire to establish a strong, lasting relationship with its vendors,	
	a sitting tentionship with its vendors.	In order to demonstrate
	your ability to be a strategic partner, provide responses to the following information reconstructions	
	to the community in the responses to the contowing information rec	NUCSIS and anestions that
	address your company's operations, organization, and companient.	(
	t - 5 - Portanous, organization, and committee	

- Provide an overview of your company (years in service, number of employees, etc.).

  LAREDO MECHANICAL IND. SERVS., INC WAS ESTABLISHED 15 YEARS AGO IN LAREDO. TX TO PROVIDE SERVICES TO THE

  COMMUNITY, OWNERS HAVE A VAST EXPERIENCE ON THIS INDUSTRY AND ARE COMMITTED TO PROVIDE QUALITY SERVICES.

  OUR COMPANY HAS A PROFESSIONAL SUPPORT TEAM AND SUPPLIERS THAT HELP US TO COMPLY WITH OUR ASSIGNMENTS

  ON A TIMELY AND QUALITY MANNER. DURING THESE YEARS. WE GAIN CUSTOMERS IN DIFFERENT INDUSTRIES LIKE MAQUILA.

  TRANSPORTATION AND CONSTRUCTION COMPANIES, AND ALSO WE HAD WORK WITH PRIVATE AND GOVERMENT AGENCIES

  WE PROVIDE SERVICES THAT INCLUDES REPAIR HYDRAULIC CYLINDERS, WATER PUMPS, GENERATORS, AIR COMPRESSORS

  BLOWERS AND INSTALL AND REPAIR INDUSTRIAL PARTS.
- SINCE 2013 WE HAD BEEN AWARDED WITH SEVERAL CITY OF LAREDO CONTRACTS FROM FLEET AND UTILITIES DEPTS.
  List of specialized equipment which will be used to comply with this contract obligation.

  AMPROBE METERS

MULTIMETER METER

FUEL TESTER METER

TEMPERATURE METER

RPM METER

HAND TOOLS

21.0 Section II: Support Letter (upload onto Ctt-E-Bid)- The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.

GENERATO	R NAME OF SUPPLIER	ADDRESS (	TITY	PHONE	CONTACT
CUMMINS	SO-TEX ENGINE & GENERATOR	4893 FM 1516 N	CONVERSE, TX	(210) 561-8193	RICK GREEN
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	226 N. INTERSTATE	35 SAN ANTONIO, T	X (210) 961-4883	PHILIC C.
GENERAC	WPI-WAUKESHA PEARCE IND:	5934 N. EXPRESSWA	AY EDINBURG, TX	(956) 386-0107	JIMMIE S.
KOHLER	GENERATOR POWER SYSTEMS, LLC	21555 RHODES RD	SPRING, TX	(210) 350-8222	YVONNE
PERKINS	KOEMNING	1050 S.E. LOCP 410	SAN ANTONIO T	X (210) 648-4600	MICHEAL E
TAYLOR	TAYLOR SUDDEN SERVICE	120 HERMAN SONS I	RO COMFORT, TX	(830) 995-3465	ROBERTY

### 22.0 Section III: The bidder's past relationship with the City of Laredo (uplead onto Cit-E-Bid) - Prior Contracts.

=Y14-016 F	MORAULIC CYLINOER REPAIR	FLEET	EEGINS 11/06/2014 5 EXT ENDS 11/2020
FY14-042	WATER PUMP REPAIRS	UTILITIES	5 EXT. ENDS 1/22/2020
FY14-046	MCNEILUS SIDE LOADERS	FLEET	8EGINS 02/2014
FY16-054	AUTOMATED SIDE & REAR L	OADER OEM PA	ARTS &SERVICE FLEET BEGINS 07/18/2016 3 EXTENSIONS
FY17-003	HYDRAULIC CYLINDER REP	<del></del>	DEGINS 11/21/2016 3 EXTENSION ENDS 11/18/2020
FY17-034	AUTOMATED SIDE & REAR L	OADER OEM P	ARTS &SERVICE FLEET BEGINS 05/04/2017 4 EXTENSIONS
FY19-053	AUTOMATED SIDE & REAF	LOADER SER	VICE FLEET BEGINS 05/04/2019 4 EXTENSIONS
FY20-025 FY21-001	WATER PUMP REPAIRS AUTOMATED SIDE & REAR I	DADER DEM RA	ITILITIES BEGINS 4/6/2020 ARTS &SERVICE FLEET BEGINS 11/02/2020 3 EXTENSIONS
FY21-0381	TRAILER REPAIR FOR SMALL	VID MEDIUM SI	ZE TRALERS FLEET

23.0 Term of Contract FY21-009 HYDRAULIC CYLINDER REPAIR/REPLACEMENT FLEET BEGINS 11/21/2018 4 EXTENSIONS

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 designed, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

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

### 24.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded based on Best Value and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and one secondary vendor for this contract.

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

### 24.1 Disclosure of Interested Parties

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

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

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the <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.

### 25.0 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 mpescadon@cilaredo.tx.us

### 26.0 Delivery

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

Delivery time for all items ordered under the terms and conditions of this contract are 1-2 WORKING DAYS working days from date of order.

Bidder's busine	ss hours: From:	9:00 a.m.	to	5:00 p.m.
Days of week:	7 DAYS OF TH	IE WEEK		

### 27.0 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)

### 28.0 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 Luredo 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) LAREDO MECHA	NICAL INDUSTRIAL SERVICES, INC
Signature of person authorized to sign bid	Date 03/29/2022
Print Name JUAN ENRIQUE GONZALEZ of person authorized to sign bid	
Title: PRESIDENT	
Business Address: 121 RANCH RD 6086C	
City, State, Zip Code: LAREDO. TEXAS 78043	
Telephone Number: (956) 568-5354	Fax Number: (956) 568-5332
Contact Person Email Address: LAREDOMECHA	ANICAL@YAHOO.COM
Federal Tax ID Number: 20-3757419	
Bidders Principal/Corporate Place of Business Ad-	dress: 121 RANCH RD 6086C
Indicated Status of Business:	
Corporation Pertoership	Sale Proprietorship Other:
If other state business status: N/A	· · · · · · · · · · · · · · · · · · ·
State how long under its present business name:	SIXTEEN YEARS
If applicable, list all other names under which the Busin M/A	ness identified above operated in the last five years.
Will bidder/proposer provide a copy of its financial state	ements for the last two years if temperated by the City of Landau V

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.
Is any litigation pending against the Business? Yes / No.
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes . No. If yes, offer need to explain the expected impact both in organizational and directional terms.
Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes No.
Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarity excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No
Are there any proceedings, pending relating to the Business responsibility, deburment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.
His the government or other public entity requested or required enforcement of any of its rights under a surery agreement on the basis of default or in licu of declaring the Business in default? Yes / No
Is the Business in arrears in any contract or debt? Yes / No
Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.
State if company is a certified minority business enterprise:
Historically Underutifized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE); Yes No
Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify
This company is not a certified minority business:
The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CETY	OF	T,A	R	EUC	)
PURCHA	SIN	G	n	VIS	I(HY

29.0	Price Schedule	(Section	IV

29.1 <u>Section IVA: Stationary and Portable Generator Repair OEM Parts</u> (Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs) (Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

### 29.1.2 OEM Parts Discount:

Percent of discount offered		j
	O %	
	<del></del>	

Parts will be delivered within 1-2 W.D. working days after receipt of order.

### 29.2 Section IVB: Stationary and Portable Generator Repair Services

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs) (Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

### 29.2.1 Labor Rates:

Labor Rate for Services	Hourly Rate
Standard Shop Labor Rate	\$ 70.00
Field Labor Rate	\$ 70,00
Diagnostic Shop Labor Rate	\$ 70.00
Diagnostic Field Labor Rate	\$ 70.00

Company Name: LAI	REDO MECHANICAL INDUSTRIAL SERVICES, INC
Owner/President Name	e: JUAN ENRIQUE GONZALEZ
Company Address: _	121 RANCH RD 6086C
City, State, Zip Code:	LAREDO, TX 78043
Company Authorized	Representative's Signature:
Company Representati	ive'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."

### 30.0 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 Questiomaire 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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict forms.htm</a>.

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

- i. 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
- Any other City of Laredo decision making board member

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

HAVE READ THIS FORM AND ATTENT THERE IS NO CONFLIC	OF INTEREST THUS NO V	DLATION OF SECTION 176,006, LOCAL
THE STREET STREET		
Name Signature	03/29/2022 Date	
CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local g	overnmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.E Regular Session.	J. 1491, 80th Leg.,	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 17 Code by a person who has a business relationship as defined by Sec local governmental entity and the person meets requirements unde	Kom 176 001/1 - 1 - 31 1	Date Received
By law this questionnaire must be filed with the records administrator o entity not later then the 7th business day after the date the person b that require the statement to be filed. See Section 176,006, Local G	ecomes aware of facts overnment Code.	
A person commits an offense if the person knowingly violates Sect Government Code. An offense under this section is a Class C misc	emeanor.	
Name of person who has a business relationship with local NA	povernmental entity.	
Check this box if you are filling an update to a previously file		
(The law requites that you file an updated completed questionn 7th business day after the date the originally filed questionnaire become	aire with the appropriate f is incomplete or inaccurate.)	iling authority not later than the
Name of local government officer with whom filer has employmed N/A	et or business relationship	
Name of Officer		
This section (item 3 including subparts A, B, C & D) must be an employment or other business relationship as defined by S this Form CIQ as necessary.	ompleted for each officer ection 176.001(1-a), Loca	with whom the filer has al Government pages to
A. is the local government officer named in this section receiving or likely to income, from the filer of the questionnaire?    Yes	receive taxable income, Incor	ne, other than investment
B. Is the filer of the questionnaire receiving or likely to receive taxable direction of the local government officer named in this section ANI governmental entity?  Yes	Income, other than investm The texable income is no No	ent income, from or at the it received from the local
C. Is the filer of this questionnaire employed by a corporation or other government officer serves an officer or director, or holds an ownership	business entity with respect of 10 percent or more?	to which the local Yes No
Describe each employment or business relationship with the loc     N/A	at government officer name	d in this section.
Signature of person doing business with the governmental entity		Date
	<del></del>	

ZALL DE PARCERO	
URCHASING DIVISION	

	AFFIDAVIT
Project:	
Form of Non-Collusive	
22.03.03.03.44.00.00.44.00.00.00.00.00.00.00.00.00.	AFFIDAVIT {} {}
Being first duly swom, d	eposes and says:
	ENRIQUE GONZALEZ forficer of the firm of, etc.)
to put in a sham bid or to agreement or collusion, o any other Bidder or to fi Bidder, or to secure any	regoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that ded, conspired, counived or agreed directly or indirectly, with any Bidder or Person, or refrain from bidding, and has not in any manner, directly or indirectly, sought by a communication or conference, with any person, to fix the bid price or affiant or of ix any overhead, profit or cost element of said bid price, or of that of any other advantage against the City of Laredo or any person interested in the proposed sments in said SOQ or bid are true.  Signature of
	Bidder, if the Bidder is an individual Pertner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation
Subscribed and swor	m before me thisday of20
My commission exp	Notary Public

32.0

Discretionary Contracts Disclosure



### City of Laredo Discretionary Contracts Disclosure

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

_JUAN		E	GONZALEZ	
Pirst		M.1.	3 000	Suffix
*2. Contract Informatio	196			×
a) Contract or Project nar				NERATOR PARTS/SERVICE
,				TELOTORY ARTS GENVICE
DA Salarada - B				
b) Originating Departmen	it(s): FLEET DEPAR	(IMENI		· · · · · · · · · · · · · · · · · · ·
				***************************************
		<del></del>		
3 Name of judividual(s	ti vality deal seckin	g a conti	not with the city (l.e. pe	urtles to the contract)
UAN ENRIQUE GONZALEZ	- <u> </u>	·		
Name (Print)	Signature		Name (Print)	Signature
	Signature	<u> </u>	NT. CT	
Name (Print)	ONE		Name (Print)	Signature
Name (Print)				
Name (Print)  Name (Print)	Signature		Name (Print)	Cignotura
	Signature		Name (Print)	Signature
<u> </u>	Signature Signature			<del>-</del>
Name (Print) Name (Print)	Signature		Name (Print)	Signature
Name (Print) Name (Print)	Signature Ity (ics) that is a party 3		Name (Print) nt, subsidiury business	Signature ontity(les) of the individual

*5, List any individuals or entities that will be subcontractors on this contract.
M 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, followists, or consultinits that have been retained to assist in scoking this contract.
K Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:
*7. Disclosure of political contributions.
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.
a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) shows
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)
M Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.
☐ List of contributors:
Vindata and Control in the Control i
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.
to Diaglacum of the Oliver
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?

*Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC  03/29/2022	<ul> <li>X I am not aware of any conflict</li> <li>Council or a city board/commis</li> </ul>	$\mathcal{R}(s)$ of interest issues under Sesion.	ection 2.01 of the Ethies Code for members of City
*Acknowledgements  **Acknowledgements  **Acknowledgements  **Lipdates Required  I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Conneil, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.    Mocentract with City Officials or Staff during Contract Evaluation   I understand that a person or entity who seeks or applies for a city contract on any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contract is required with city officials or employees, the contract 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 Bifties Code by respondents or their agents may lead to disqualification of their offer from consideration.  **Conflict of Interest Questionnaire (CIQ)*  Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.    A acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.    Conth   Conth   Conth   Conth   Conth   Conth   Contracts   Contract	[ ] sm aware of the following	and the Charles	
Explantes Required  I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Couscil, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  M. No Contract with City Officials or Staff during Contract Evaluation  I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  **Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  O3/29/2022	ES TAIN AWARE IN THE LOLLOWING	contricus) of interest:	
Explantes Required  I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Couscil, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  M. No Contract with City Officials or Staff during Contract Evaluation  I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  **Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  O3/29/2022			
Explantes Required  I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Couscil, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  M. No Contract with City Officials or Staff during Contract Evaluation  I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  **Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  O3/29/2022			
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.  M. No Contract with City Officials or Staff during Contract Evaluation  1 understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  **Conflict of Interest Questionaaire (CIQ)  Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  M.I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath**  M.I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath**  M.I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath**  M.I acknowledge that I have been advised of the requirement in this Disorctionary Contracts Disolosure Form	\	*Acknowled	gontenis
Tunderstand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.  This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  **Conflict of Interest Questionnaire (CIQ)  Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  XI acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  **Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  Name (Print)  Signature  PRESIDENT  Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC  03/29/2022	I understand that this form must before the discretionary contrac- after any changes has occurred.	its the subject of action by the whichever comes first. This is	City Council, and no later than five (5) business days
connects required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.  *Conflict of Interest Questionnaire (CIQ)  Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  *Al acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  *Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC  O3/29/2022	I understand that a person or en person or entity is prohibited fro	ity who seeks or applies for a omeganism contracting city officials an	city contract or any other person acting on behalf of that
*Conflict of Interest Questionmaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.  I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.  *Oath  I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  Name (Print)  Signature  PRESIDENT  Title  CARREDO MECHANICAL INDUSTRIAL SERVICES. INC  O3/29/2022	incorporated into the solicitation	cials or employees, the contact decuments. Violation of this	t will take place in accordance with procedures
*Oath  *I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC  03/29/2022	Chapter 176 of the Local Govern	ment Code requires contracas	r and vendors to submit a Conflict of Interest Form
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC  03/29/2022	I acknowledge that I have bee Government Code.	n advised of the requirement t	o file a CIQ form under Chapter 176 of the Local
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  JUAN ENRIQUE GONZALEZ  PRESIDENT  Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC  03/29/2022		*Oath	
Name (Print) Signature Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC 03/29/2022	I swear or affirm that the state attachments, to the best of my ki	ments contained in this Discre	tionary Contracts Disclosure Form includios
Name (Print) Signature Title  LAREDO MECHANICAL INDUSTRIAL SERVICES. INC 03/29/2022	JUAN ENRIQUE GONZALEZ	JAN.	PRESIDENT
Company on DDA	Name (Print)	Signature	
Company on DDA	LAREDO MECHANICAL INDUSTRIAL S	ERVICES. INC	03/20/2022
	Company or DBA		

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

### 33.0 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, <a href="https://www.ethics.atute.tx.us/tee/1295-Info.htm">https://www.ethics.atute.tx.us/tee/1295-Info.htm</a>.

### Implementation of House Bill 1295

### 33.1 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.

### 33.2 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 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 bow 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	ore are interested parties. If there are no interested parties,	OFF	ICE USE ONLY
1 Name of business entity filing form, a entity's piace of business.	and the city, state and equatry of the bus	neen	
<ol> <li>Name of governmental entity or state which the form is being flied.</li> </ol>	agency that is a party to the contract fo	ır.	
and the grade	ed by the governmental entity or state ag la or services to be provided under the o	sency to track or Id ontract.	entify the contract,
4 Mame of Interested Party	City, State, Country	Nature of Interes	st (chack applicable)
	(place of business)	Controlling	Intermediary
<u></u>			
·			
6 Check only if there is NO interested P	and the same of th		
APPIDAVIT	<del>iza</del>		
- ATTIDANI	I swaps, or willing housely of marjor		
ARFIX NOTARY STAMP / SEAL ABOVE	Signature of authorized a	gent of contracting bus	lingas antity
Sware to and subscribed before me, by the set	id	, lhis the	
Signature of officer administrating ceth	Priored name to officer administrating paint	Title of office	tor administering path
ADD	ADDITIONAL PAGES AS NECES	<del></del>	
	THE PROPERTY OF THE PROPERTY O	rwraf t )	

Form provided by Taxas Ethics Commission

www.ethics.etaie.tx.us

Adopted 10/5/2015

\*\*\*\*\*\*\*\*\*\*\*\*\*\*Does Not Need to be Notarized\*\*\*\*\*\*\*\*\*

### 34.0 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 March 30, 2022; and all hids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2022.

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

Bid: Stationary & Partable Generator Parts/Services - Fleet Department FY22-048

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

Οľ

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

The following in	distribution in the Contract		DATE:03/29/2022
	dividual is the ONLY person authorized t	o communicate problems with equi	pment service and repair:
NAME:TBD			PHONE #:
EQUIPMENT: _	TO BE DETERMINATE	TBD	TBD
	(TYPE OF UNIT)	(SERIAL NO.)	(UNIT/VEHICLE NO.)
DESCRIPTION	OF PROBLEMS AND/OR OPERATOR/	USER COMPLAINTS:	
TO BE DE	TERMINATE		······································
Request that you and analysis men	n disassemble the equipment to the ex sere an itemized quote for the complete re	tent necessary in order to determ	nine repairs needed. After investigati-
angross prop	22 of the combiers in	pair or equipment.	
Fax quote to F	leet Maintenance at (956) 727-6450 c	or e-mail: miller@ci.laredo.tx.us	
The quote should	include an itemized list of parts and mate	rials, a detail of the labor and any o	other amplicable charges. The quote m
include the follow		,	sees approved with Ecs. The clarke the
	<b>78</b> 0		
DICTION LANCA	troups. TBD		
INSIDE LABOR		\$ 70,00 /HOUR -	TOTAL: \$_ TBD
PARTS FROM V	ENDOR FACILITY;	\$ 70.00 /HOUR -	TOTAL: \$ TBD TOTAL: \$ TBD
PARTS FROM V	ENDOR FACILITY; UTSIDE SOURCES;	\$ 70.00 /HOUR -	TOTAL: \$ TBD TOTAL: \$ TBD
PARTS FROM V PARTS FROM O	ENDOR FACILITY; UTSIDE SOURCES;	-	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD
PARTS FROM V PARTS FROM O SHOP CHARGE:	ENDOR FACILITY; UTSIDE SOURCES;	-	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD RAND TOTAL: \$ TBD
PARTS FROM V PARTS FROM O SHOP CHARGE: REASSEMBLY C	ENDOR FACILITY; UTSIDE SOURCES; CHARGE IF NOT REPAIRED;	GF	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD RAND TOTAL: \$ TBD TOTAL: \$ TBD
PARTS FROM V PARTS FROM O SHOP CHARGE: REASSEMBLY C	ENDOR FACILITY; UTSIDE SOURCES; CHARGE IF NOT REPAIRED; BB COMPLETED WITHIN 1-2 WOR	GF	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD RAND TOTAL: \$ TBD TOTAL: \$ TBD
PARTS FROM V. PARTS FROM O SHOP CHARGE: REASSEMBLY C WORKED WILL BEBN RECEIVEI	ENDOR FACILITY: UTSIDE SOURCES: CHARGE IF NOT REPAIRED: BB COMPLETED WITHIN 1-2 WORD.	GF GF - KKING DAYS CALENDAR DAY	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD RAND TOTAL: \$ TBD TOTAL: \$ TBD
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PARTS FROM V. PARTS FROM O SHOP CHARGE:  REASSEMBLY C WORKED WILL BEEN RECEIVEI WARRANTY (M. Do not reassemble discussions concer	ENDOR FACILITY; UTSIDE SOURCES; CHARGE IF NOT REPAIRED; BB COMPLETED WITHIN 1-2 WORD. ATERIALS/LABOR): FOUR MONT or repair the equipment, or incur any cost	GREATER CALENDAR DAY	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD RAND TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD
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PARTS FROM V. PARTS FROM O SHOP CHARGE:  REASSEMBLY C WORKED WILL BEEN RECEIVEI WARRANTY (M. Do not reassemble discussions concer	ENDOR FACILITY; UTSIDE SOURCES; CHARGE IF NOT REPAIRED; BB COMPLETED WITHIN 1-2 WORD. ATERIALS/LABOR): FOUR MONT or repair the equipment, or incur any cost	GREATER CALENDAR DAY	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD RAND TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD
PARTS FROM V. PARTS FROM O SHOP CHARGE:  REASSEMBLY C WORKED WILL BEEN RECEIVEI WARRANTY (M. Do not reassemble discussions concer	ENDOR FACILITY: UTSIDE SOURCES: CHARGE IF NOT REPAIRED: BB COMPLETED WITHIN 1-2 WORD. ATERIALS/LABOR): FOUR MONT or repair the equipment, or incur any cosming repairs required must be through the reprompt consideration.	GREATER CALENDAR DAY  THS  sts or obligations to City of Laredo  andorsigned.	TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD SAND TOTAL: \$ TBD TOTAL: \$ TBD TOTAL: \$ TBD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MINIDD/YYYY)

12/21/2021

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 GOVERAGE 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.

this cartificate does not confer rights to the certificate holder in lieu of au	uch endorsement(s).
PRODUCER	RAME: Noc Cubriel, CIC
CUBRIEL INSURANCE AGENCY LLC	PHONE LUC. Ho. Extl. (956)568-5290 FAX (955)568-5294
6010 McPherson Rd Unit D2	ADDRESS: noe@cubrielinsurance.com
Laredo, TX 78041	INSUPER(S) AFFORDING COVERAGE HAIC #
	HISURER A: THE BURLINGTON INSURANCE CO.
INSURED	INGURER B: PROGRESSIVE INSURANCE
LAREBO MECHANICAL INDUSTRI L SERVICE	INSURER C: THE HANOVER INSURANCE COMPANY
4619 SAN DARIO STE# 542	INSURER D:
LAREDO, TX 78041	INSURER E : *****UPDATED*****
	INSURER F:
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE	
LTR : TYPE OF INSURANCE INSURANCE POLICY NUMBER	HOUST EEE POLICY ESP LIMITS
GLANKS MADIE X OCCUR	EACH OCCURRAGE IS 1,000,000  DAMAGE TO RENTED  PREMISES (IS a company)   5 100,000
	MED EZP (Any min portan) 5 5,000
A Y Y 957BG04614-01	8/18/2021 8/16/2022 PERSONAL LADVINGURY & 100,000
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North Negt   €00	_PRODUCTS - COMPIOS AGG   \$ 2,800,000   3
AUTOMOBILE LIABILITY ANY AUTO	COMBINED SAVOLE LIGHT \$ 1,000,000   Golden   Gol
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WORKERS COMPENSATION	X FCR OTH STAGE BR
AND ERPLOYERS' LIABALTY ANY PROFIDE TOWART WERE SECURIVE  OFFICE FRAME NEED EXCLUDED?  Y 11 A Y WZD H451528-01	CL CACHACTIDENT S 1 000.000
(Mandalory in NH)	12/15/2021 12/15/2022 E. DISEASE - CA CAUTICHEE \$ 1,000,000
ी पूर्वत, वेदस्तर्काचा प्रातील DESCRIPTION OF OPERATIONS below	EL DISEASE POLICY LIMIT S 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks School	
CERTIFICATE HOLDER	CANCELLATION
CITY OF LAREDO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1102 BOB BULLOCK LOOP	AUTHORIZED REPRESENTATIVE
LAREDO, TEXAS 78043	The Culonil
	@ 1988-2015 ACORD CORPORATION." All rights reserved.

### Government Payments - EZNETPAY

From: payment@eznetpay.net (payment@eznetpay.net)

To: laredomechanical@yahoo.com

Date: Friday, February 11, 2022, 02:03 PM CST

### United ISD Tax Office

	PAYMENT RECEIPT
ransaction Detail	8
Payment To	United ISD Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	Laredo Mechanical Industrial Servs, Inc
Payment Date	02/11/2022
Payment Time	02:03:28 PM, CST
Payment Type	Electronic Check
	INTER NATL BK OF MCALLEN -
	200000253
Reference #	9210063073
ransaction ID:	21942009
Payment Amount	\$1267.95
Service Fee	\$10.00
otal Amount	\$1277.95

### 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.

### Government Payments - EZNETPAY

From: payment@eznetpay.net (payment@eznetpay.net)

To: laredomechanical@yahoo.com

Date: Friday, February 11, 2022, 01:57 PM CST

Webb County Tax Office

VV	end County Tax Office
	PAYMENT RECEIPT
Payment To Payment For Account Number Name Payment Date	Webb County Tax Office Property Taxes 80112011117 JUAN E GONZALEZ 02/11/2022
Payment Time Payment Type	01:57:21 PM, CST Payment Card
Reference Number Transaction ID: Payment Amount	MasterCard - xxxx156 9270083519 k2p44eam \$785.28
Service Fee Total Amount PLEASE NOTE:	\$23.55 \$808.83
TOL NOIS:	

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.



### Payment Receipt

Thank you for your payment.

### Transaction Results:

**Transaction Status** 

Success

**Auth Code** 

000022

Reference Number

124762554

### Payment Method:

Charged To

Master Card \*\*\*\* 4156

Account Holder

GONZALEZ, JUAN E

**Billing Address** 

4819 SAN DARIO AVE SUITE 542, Laredo, TX 78041

Transaction Overview:

**Total Amount** 

\$682.35

Payment Date

02/11/2022 01:50 PM

Charge Details

# PREVIOUS AND ACTUAL CONTRACTS

BEGINS 1/19/2021 3 EXTENSIONS	FLEET	STATIONARY & PURTABLE GENERATOR PARTS	F121-022
BEGINS 1/19/2021 3 EXTENSIONS	FLEET	AUTOMATED SIDE LUADER GS PRODUCTS DEM PARTS & SERVELEET	1 2 1 - 02 1
BEGINS 11/16/2020 3 EXTENSIONS	FLEET	TOTAL CYLINDER REPAIR	600-121-13
BEGINS 11/02/2020 3 EXTENSIONS	FLEET	DER OEM PARTS & SERVICE	121-001
BEGINS 4/6/2020 3 EXTENSIONS	UTILITIES	VVALER PUNPS REPAIRS	CV21 001
BEGINS 05/04/2019 3 EXTENSIONS	FLEET	AUTUMATED SIDE & REAR LOADER SERVICE	1 4 60
BEGINS 05/04/2017 3 EXT ENDS 5/22/2020	FLEET	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	TY10 053
BEGINS 11/21/2016 3 EXT ENDS 11/18/2020	FLEET	DIVERNOLIC CYLINDER REPAIR	77 77 7000
BEGINS 07/18/2016 3 EXT ENDS 2019	FLEET	ACTOMATED SIDE & REAR LOADER CEM PARTS & SERVICE	747 003
BEGINS 02/2014 ENDS	FLEET	ALTOMATED COST DESCRIPTION OF THE PROPERTY OF	- 14-040
5 EXTENSION ENDS 1/22/2020	UTILITIES	TO THE TO CONTROL OF THE PROPERTY OF THE PROPE	34047
BEGINS 11/06/2014 5 EXT ENDS 11/1/2020	FLEET	INTER DIVING BETTER REPAIR	14010
T PERIOD	DEPARTMENT PERIOD		CONTRACTO

## STANDBY GENERATORS SUPPLIERS

TAYLOR TAY	PERKINS ENNING D	KOHLER GENERA	CUMMINS SO-TE	GENERAC VPI-	CUMMINS	CUMMINS CUMMI	Generator Brand
TAYLOR SUDDEN SERVICE	ENNING DBA DIESEL ENGINE & INJECT	GENERATOR POWER SYSTEMS, LLC	SO-TEX ENGINE & GENERATOR	WPI: WAUKESHA PEARCE IND.	CUMMINS SOUTHERN PLAINS, LLC	CUMMINS SOUTHERN PLAINS, LLC	Name or Supplier Company
120 HERMAN SONS RD E	1050 S. E. LOOP 410	21555 RHODES RD	4893 FJA 1518 N	5934 NORTH EXPRESSWAY	226 N. INTERSTATE 35	220 N. INTERSTATE 35	Address
COMFORT, TX	SAN ANTONIO, TX 78218	SPRING, TX	CONVERSE, TX	EDINBURG, TX	SAN ANTONIO, TX 78218	SAN ANTONIO, TX 78218	CHY
(830) 995-3465	(210) 648-4500	(210) 350-8222	(210) 661-8163	(956) 386-0107	(210) 961-4883	(210) 655-5420 X217	Phone
ROBERTT	MICHEAL EICHMAN PARTS & SERVICE	YVONNE	RICK GREEN	JIMMIE B. SIMPSON   PARTS & SERVICE	PHILIP CAMPOS	,	Name of Contact
PARTS & SERVICE	PARTS & SERVICE	PARTS & SERVICE	PARTS & SERVICE	PARTS & SERVICE	PARTS & SERVICE	CECIL ANDERSON PARTS & SERVICE	Notes

### REFERENCES

Name of local/ State or Private Company	Address	Phone	Name of Contact	Contract Active, if not when did it expire (if applicable)
CITY OF LAREDO FLEET DEP.	1102 BOB BULLOCK	(926) 727-6450 RON MILLER	RON MILLER	JANUARY 2023
CITY OF LAREDO FLEET DEP.	1102 BOB BULLOCK	(956) 727-6450	(956) 727-6450 RUBEN AMESQUITA	NOV. 2022
CITY OF LAREDO FLEET DEP.	NORTHSIDE WTP	(956) 721-2020	(956) 721-2020 TOMAS HERNANDEZ	APRIL 2022
CITY OF LAREDO FLEET DEP.	ZACATE WTP	(956) 721-2020	JOE SALAZAR	APRIL 2022
CITY OF LAREDO FLEET DEP.	LIFT STATION 5816 DAUGHERTY	(956) 721-2100	ANGEL LEON	APRIL 2022
CITY OF LAREDO FLEET DEP.	LIFT STATION 5816 DAUGHERTY	(956) 552-1283	(956) 552-1283 JOSE LUIS CENTENO	APRIL 2022
CITY OF LAREDO FLEET DEP.	2519 JEFFERSON	(956) 795-2620	BENNY MOTA	APRIL 2022