

**FY25-091**

## **Ruby's Air Conditioning, Inc. Supplier Response**

### **Event Information**

Number: FY25-091  
Title: FY25-091 HVAC Repairs Parks Recreation Centers  
Type: Request For Proposal  
Issue Date: 8/27/2025  
Deadline: 9/23/2025 05:00 PM (CT)  
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

\*\*\*\*\*If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the

Purchasing Division will use the electronic bid to determine the total bid amount of the bid. \*\*\*\*\*

Proposals forms can be downloaded and printed through Cit-E-Bid.

\*\*\*\*\*Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. \*\*\*\*\*

## **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](mailto:ealdape@ci.laredo.tx.us)

## Ruby's Air Conditioning, Inc. Information

Contact: Alejandro Esparza  
Address: 5806 East Dr.  
Laredo, TX 78041  
Phone: (956) 712-4447  
Email: alexe@bizlaredo.rr.com  
Web Address: rubysac.com

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

Rosie Lozano

Signature

Submitted at 9/22/2025 05:58:07 PM (CT)

rjlozano@bizlaredo.rr.com

Email

## Response Attachments

### FY25-091 RFP HVAC Repair Services.pdf

Questionnaire

### 1295 (2).pdf

1295

### ciq (3).pdf

CIQ

### noa.pdf

NON-COLLUSIVE AFFIDAVIT

## Bid Attributes

### 1 Questionnaire Description

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

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

Ruby's Air Conditioning, 956-712-4447, Rosie Lozano

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

7 years

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

N/A

**5 State if the Company is a certified minority business enterprise**

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

**6 Questions Part 1**

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

None

**7 Questions Part 2**

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

No

**8 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**9 Conflict of Interest Disclosure**

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

**10 Conflict of Interest Questionnaire Form CIQ**

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

**1 1 Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

**1 2 Disclosure Form**

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

**1 3 Question 1. Name of person submitting this disclosure form**

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

Rosie Lozano

**1 4 Question 2. Contract Information**

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

FY25-091 (FY25-091) HVAC REPAIRS PARKS RECREATION CENTERS

**1 5 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Ruby's Air Conditioning

**1 6 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

**1 7 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

**1 8 Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

**1 9 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

**2 0 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

**2 1 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

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

No response

**2  
2 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 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 for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

**2  
3 Question 7. Disclosure of political contributions**

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

No response

**2  
4 Updates on contributions required**

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

**2  
5 Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

**2  
6 8. Disclosure of Conflict of Interest**

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

No response

**2  
7 Question 9. Updates Required**

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

I have read and understand this section

**2  
8 Question 10. No Contact with City Officials or Staff during Contract Evaluation**

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

I have read and understand this section

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9 Question 11. Conflict of Interest Questionnaire (CIQ)**

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

I have acknowledge that I have been advised

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### Question 11. Oath

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

Rosie Lozano - Service Manager Ruby's Air Conditioning 09-23-2025

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### 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

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### 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: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form 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

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### Terms and Conditions Request for Proposals

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

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

shall not be cause to alter the original contract or for a vendor to request additional compensation.

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

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

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

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

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

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

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

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

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

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

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

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

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

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

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

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

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

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

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

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the

submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

## **7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: [jezapata@ci.laredo.tx.us](mailto:jezapata@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

## **8.0 VENDOR DISCOUNTS**

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

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

## **9.0 INTENT OF CONTRACT**

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **This contract will be awarded to the top two highest vendor scores.**

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

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

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

set forth in the purchase order and/or formal contract agreement when applicable. A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### **11.0 ENTIRE AGREEMENT**

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

#### **12.0 PAYMENT & INVOICING**

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

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

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

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

##### **CHAPTER 137: COMPLIANCE AND PROFESSIONALISM**

##### **SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS**

##### **§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT**

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

I Agree to the Terms and Conditions

#### **3 Insurance Terms and Conditions**

#### **4 INSURANCE REQUIREMENTS**

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

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at

least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

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

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

#### **NON-CONSTRUCTION BIDS:**

#### Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
  - 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - 1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.
- (h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

#### **CONSTRUCTION BIDS:**

#### INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City

with Certificate of Insurance hereinafter required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(j) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(k) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.
13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

I agree my insurance meets minurnum requirements

**Disqualification & Debarment Certification**

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

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

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

I certify to the terms and conditions

## Contract Requirements

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

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

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

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

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

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided,

<https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

I have read and understand this section

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

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

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

I have read and understand this section

3 | Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

### 3 | Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

### Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Acknowledge

4 | Section I

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

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

How will you meet required turnaround time for completion of a repair or replacement project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

Describe how your company . . . qualified to service this contract?

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Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: \_\_\_\_\_

2. Average years of experience of current employees: \_\_\_\_\_

3. Total number of certified technicians: \_\_\_\_\_

4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Warranty**

Please include days, months, or year of your warranty for repairs.

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\*\*\*\*\*Documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Yes

**4  
1 Section II****Section II: HVAC Licenses (30 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel. The contractor will be held responsible for any additional costs incurred in order to secure all permits.

Contractors should provide details as to the contractor's professional work experience, copies of all licenses, certifications, and training certificates for all personnel- work crews, crew supervisors, and administrators. Include copies of certificates of liability insurance for the company.

Texas Class \_\_\_\_\_ License# \_\_\_\_\_

Type of license (Refrigeration, Environmental, or Combination): \_\_\_\_\_

NOTE: Points will be awarded for documented licensed HVAC employee assigned to this contract.  
Please attach copy of HVAC License.

\*\*\*\*\*Documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Yes

**4  
2 Section III****Section III: Price Schedule (40 Points)**

An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 40 Points

Yes

**Bid Lines****1 Package Header****Section A: HVAC Hourly Parts/Service Repair Rates & Percentage Markup**

Quantity: 1 UOM: EA Total: \$625.00

Item Notes: Required Submittals that can be uploaded on Cit-E-Bid:

Texas Class \_\_\_\_\_ License# \_\_\_\_\_

Type of license (Refrigeration, Environmental, or Combination)

**Package Items****1.1 Certified Mechanic per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$70.00 Total: \$70.00

**1.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$105.00 Total: \$105.00

**1.3 Certified Technician per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$70.00 Total: \$70.00

**1.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$105.00 Total: \$105.00

**1.5 Supervisor per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$70.00 Total: \$70.00

**1.6 Supervisor after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$105.00 Total: \$105.00

**1.7 Laborer per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$40.00 Total: \$40.00

**1.8 Laborer after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$60.00 Total: \$60.00

**1.9 Percentage added to Contractor's cost for parts %**

\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

**A contingency allowance of \$15,000.00 will be used to satisfy cost of predicted proposal materials.**

**\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\***

Quantity: 1 UOM: Percentage Plus Total: 30%

**1.10 Percentage added to Contractor's cost for new HVAC System %**

\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

**A contingency allowance of \$15,000.00 will be used to satisfy cost of predicted proposal materials.**

**\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\***

Quantity: 1 UOM: Percentage Plus Total: 20%

## **2 Package Header**

**Section B: Mini Split Systems Service/Repair Rates & Percentage Markup**

Quantity: 1 UOM: EA Total: \$625.00

**Item Notes:** Required Submittals that can be uploaded on Cit-E-Bid:

Texas Class \_\_\_\_\_ License# \_\_\_\_\_

Type of license (Refrigeration, Environmental, or Combination)

### **Package Items**

**2.1 Certified Mechanic per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$70.00 Total: \$70.00

**2.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$105.00 Total: \$105.00

**2.3 Certified Technician per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$70.00 Total: \$70.00

**2.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$105.00 Total: \$105.00

**2.5 Supervisor per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.6 Supervisor after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.7 Laborer per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.8 Laborer after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.9 Percentage added to Contractor's cost for parts %**

\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

**A contingency allowance of \$5,000.00 will be used to satisfy cost of predicted proposal materials.**

**\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\***

Quantity: 1 UOM: Percentage Plus Total:

**2.10 Percentage added to Contractor's cost for new HVAC System %**

\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

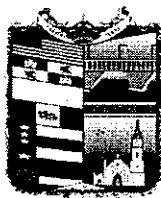
**A contingency allowance of \$5,000.00 will be used to satisfy cost of predicted proposal materials.**

**\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\***

Quantity: 1 UOM: Percentage Plus Total:

**Response Total: \$1,250.00**

CITY OF LAREDO  
PURCHASING DIVISION



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

**HVAC REPAIR & REPLACEMENT SERVICES PARKS RECREATION CENTERS  
PARKS & RECREATION DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding an annual service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair and replacement services for various City of Laredo Parks & Recreation Centers. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M on September 23, 2025**; and all proposals received will be opened and acknowledged at **10:00 A.M. at the Office of the City Secretary on September 24, 2025**.

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

**Proposal: HVAC Repair & Replacement Services Parks Recreation Centers – Parks & Recreation  
Department  
FY25-091**

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

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

Hand Delivered:

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

**Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.**

\*\*\*\*\*If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. \*\*\*\*\*

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair and replacement services for various City of Laredo Parks & Recreation Centers. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>. Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on September 23, 2025; and all proposals received will be opened and acknowledged at 10:00 A.M. at the Office of the City Secretary on September 24, 2025.

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

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

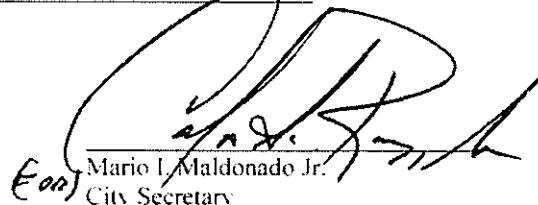
**Hand Delivered:**

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

**Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.**

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

**WITNESS MY HAND AND SEAL, ON THIS 27<sup>th</sup> DAY OF AUGUST 2025.**



*[Signature]*  
Mario I. Maldonado Jr.  
City Secretary

REC'D CITY SEC 09-  
AUG 27 '25 2:43

**CITY OF LAREDO  
PURCHASING DIVISION**

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**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS**

These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

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

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

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

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(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

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

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

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

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

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

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

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

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

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

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

**7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT 5512 Thomas Avenue, Laredo, Texas 78041; Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT 5512 Thomas Avenue, Laredo, Texas within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

## **8.0 VENDOR DISCOUNTS**

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

## **9.0 INTENT OF CONTRACT**

- (a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

## **10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. This contract will be awarded to the top two highest vendor scores.

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

## **11.0 ENTIRE AGREEMENT**

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

## **12.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

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

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

**14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION)**

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.

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2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

## **15.0 CONTRACT REQUIREMENTS**

### **15.1 CODE OF ETHICS ORDINANCE 2012-0-126**

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

### **15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

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

### **15.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

### **15.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

1. Company Information Questionnaire.
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire.
4. Non-Collusive Affidavit

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5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of Bid Only\*\***

**15.5 CONFLICT OF INTEREST FORMS (Attached)**

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

**15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

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

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

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

**16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

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

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

**17.0 Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

**Important Notice:**

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

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**Request for Proposals  
HVAC Repair and Replacement Services Parks Recreation Centers  
Parks & Recreation Department**

**18.0 Scope of Work**

The City of Laredo is requesting proposals from qualified vendors for awarding a service contract for awarding an annual service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair and replacement services for various City of Laredo Parks & Recreation Centers. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

18.1 All questions for this proposal shall be submitted through Cit-E-Bid no later than, September 10, 2025 before 2:00 P.M.

18.2 Bidders are required to submit their proposals upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. A Class A license is required of the qualified contractor.

18.2.1 An assessment of the existing Heating, Ventilation and Air Conditioning (HVAC) System at various City of Laredo Parks and Recreation Centers and HVAC replacement recommendations.

18.2.2 Replacement of the existing Heating, Ventilation and Air Conditioning (HVAC) System at various Parks and Recreation Centers. The Parks and Recreation Centers HVAC system have had multiple repairs and compressor replacements over a 10-year period. For this reason, it is necessary to assess all parts of the HVAC system.

18.2.3 The Proposer shall include in its proposal a thorough assessment of the existing HVAC system for the purposes of identifying system deficiencies and recommending solutions. Existing equipment manuals, specifications, etc. will be provided. The assessment should determine whether or not the existing HVAC system provides adequate cooling, heating, air movement and temperature control, and thermal comfort in accordance with State of Texas building ventilation requirements.

18.2.4 The identification of HVAC system deficiencies shall be comprehensive in nature and should consider, at a minimum: current system performance, maintenance requirements (including a review of records of past attempts to improve the system), operations efficiency (including costs of operation), remaining system operational life, inadequate design, and any other deficiencies observed.

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

**18.4 Locations**

18.4.1 Barbara Fasken Recreation Center 15201 Cerralvo Drive, Laredo, Texas, 78045.

18.4.2 Haynes Recreation Center .2102 Clark's Crossing Drive, Laredo, Texas, 78043.

18.4.3 NE Hillside Recreation Center .320 Wyoming, Laredo, Texas, 78041.

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- 18.4.4 El Edén Recreation Center, 4735 Loma Vista, Laredo, Texas, 78046.
- 18.4.5 Margarito Benavides Recreation Center, 2902 Tilden, Laredo, Texas, 78040.
- 18.4.6 Cigarroa Recreation Center, 2201 Záratecas, Laredo, Texas, 78046.
- 18.4.7 Marcos Aranda Recreation Center, 4418 Old Santa Maria, Laredo Texas, 78041.
- 18.4.8 Market Tennis Courts 1301 Market, Laredo, Texas, 78040.
- 18.4.9 Canizales Boxing Gym, 1601 Guadalupe, Entrance on Laredo Street, Laredo Texas, 78043.
- 18.4.10 Ladrillera Senior Recreation Center, 2100 Pinder, Laredo, Texas, 78043.
- 18.4.11 D.D. Hachar Recreation Center, 1102 N. Smith, Laredo, Texas, 78043.
- 18.4.12 North Central Fitness Center, 10202 International Blvd. Laredo, TX 78045.

**19.0 General Conditions**

Contractor(s) shall comply with and perform all HVAC and Mini Split System Maintenance Services, Repairs and installations in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes, manufacturer's instructions, warranty requirements and specifications. Contractor and/or his/her employees performing work as part of this RFB requirement shall possess a minimum of a Class A License issued by the Texas Department of Licensing and Regulation and shall be in good standing with the State of Texas and be certified to work on HVAC units and mini split systems as set forth in this Request for Bid. Also, Contractor must be able to program and troubleshoot Carrier Comfort Link Controls.

- 19.1 Contractor and/or his/her employees performing work as part of this RFP requirement shall possess an Environmental Air Conditioning Endorsement, and/or a Commercial Refrigeration and Process Cooling or Heating Endorsement. Also, Contractor technicians and installers must be registered with the Texas Department of Licensing and Regulation. All work performed must be by the Contractor and not by a subcontractor.
- 19.2 Contractor(s) shall conduct all work during normal working hours unless deemed by City of Laredo to be disruptive to the normal operations of the organization or an emergency.
- 19.3 Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFB or any resulting contract. Contractor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
- 19.4 Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- 19.5 Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage (if applicable).
- 19.6 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner in accordance with standard industry practice and all laws, rules regulations and codes. If any employee of contractor is deemed unacceptable by the City of Laredo, Contractor shall immediately replace such personnel with an acceptable substitute to the City of Laredo within (2) business days.

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- 19.7 Parts shall be invoiced at the contractor's cost plus the percentage for profit and handling as annotated on contractor's bid form. City of Laredo reserves the right to audit contractor's invoices at its sole discretion.
- 19.8 Contractor shall make available to the City of Laredo any requested invoice showing what Contractor paid for the part, within three (3) business days of request or the City of Laredo shall not be obligated to pay for the part.
- 19.9 Contractor(s) must provide, at contractor's own expense, all equipment, labor, materials, supplies, tools, etc. necessary to perform all of the required services under this RFB and any resulting contract.
- 19.10 Contractor shall commence and end all services on the same workday unless approved by the City of Laredo in advance. Contractor shall make all effort to reduce to a minimum any inconvenience to the residents at City of Laredo properties.
- 19.11 Contractor(s) shall arrive at the property location prepared to commence work. Contractor(s) arrival to the property location for emergency calls shall be within two (2) hours after notification by the City of Laredo, including weekends and holidays.  
Contractor shall call or check-in with the City of Laredo representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property.
- 19.12 Maintenance or repair work shall be performed by the contractor only after receipt of a purchase order, unless the service call is considered an emergency as defined by the agency, "an event which requires immediate action in order to prevent a hazard to life, health, safety, welfare or property or to avoid undue additional cost to the City of Laredo". Except for emergency service calls, the Contractor shall notify the Property Manager or Maintenance Supervisor a minimum of 24 hours prior to the service call.
- 19.13 Emergency Response Time: The contractor shall arrive at the site within 1 hour of receipt of a call that the equipment is inoperable or in problem status. If the contractor cannot do so due to another emergency situation at another City of Laredo property, the contractor shall immediately notify the designated City of Laredo contact person. If the Contractor fails to respond in the allotted time without notification, City of Laredo shall then have the right to contact another firm to address the problem at the contractor's expense.
- 19.14 Service Calls: The contractor's representative shall check in and out with City of Laredo staff at the site when performing any work on the site. Upon completion of the job, representative shall provide to City of Laredo staff a signed job ticket. The ticket shall include, but not be limited to, the following information:
  - 19.14.1 Company name;
  - 19.14.2 Printed name(s) of the personnel performing the work;
  - 19.14.3 Date of service;
  - 19.14.4 Specific equipment worked on;
  - 19.14.5 Detailed description of the work performed;
  - 19.14.6 Parts used (detailed item part numbers and quantities);
  - 19.14.7 Specific and total time spent on job.
- 19.15 Contractor shall inform City of Laredo personnel within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

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- 19.16 Contractor shall guarantee all installations to meet and pass City of Laredo Inspections. Should an HVAC installation or repair made by Contractor not pass inspection, contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the City of Laredo.
- 19.17 Contractor's shall only invoice City of Laredo for the time spent on the property. The City of Laredo shall not pay for time spent in route or traveling to acquire parts/supplies.
- 19.18 Invoices or job tickets shall show arrival and departure times to and from the property of all Contractors and employees responding for service.
- 19.19 Contractor shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, the City of Laredo reserves the right to only pay the fees for customary trade practices.
- 19.20 The City of Laredo shall not be responsible for trip charges and/or service charges. Example: The City of Laredo shall not pay for trip charge or hourly charges if Contractor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back.
- 19.21 Upon initial communication with property concerning the required service, Contractor shall have a general idea of the scope of work prior to commencement in order to minimize HVAC downtime. Also, items needed for possible replacement such as but not limited to compressors, boiler and boiler systems, chillers and chiller systems, cooling towers and cooling tower systems and mini split systems shall be confirmed prior to delivery to avoid downtime.
- 19.22 Contractor shall provide live operator dispatcher services, not a message system - 24 hour/7 days a week including weekends and holidays. The Contractor shall respond to calls for service upon request including nights, weekends and holidays.
- 19.23 Contractor must be a factory authorized dealer for Carrier HVAC Systems.
- 19.24 Contractor shall provide proper equipment. The City of Laredo will not pay for extra man hours when labor saving devices are readily available to efficiently and effectively provide HVAC maintenance and repair service for systems as set forth in this RFB.
- 19.25 Contractor shall provide estimates for repairs when requested.
- 19.26 Contractor shall use parts specified by the manufacturer or approved equivalents. All parts shall be new and not refurbished.
- 19.27 Only City of Laredo Procurement Staff, Department Managers and Maintenance Supervisors may request work to be performed. Except in the case of an emergency the contractor shall only commence work and inspection with a Purchase Order.
- 19.28 Upon completion of HVAC and Mini Split Systems, maintenance, service and/or repairs and any work resulting from this RFB, contractor(s) shall clean up the area where the work was performed and contractor shall remove any debris generated by the repairs from City of Laredo premises. At no time will contractor discard debris into any City of Laredo refuse container.
- 19.29 The City of Laredo shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to the City of Laredo, it will be the responsibility of the contractor to dispose of the equipment.
- 19.30 Parts inventory: The Contractor shall have and maintain locally a supply of spare parts sufficient for the normal maintenance and repair of the units. The Contractor shall provide within 4-hours a needed replacement part for inoperative units, as long as such part is reasonably available within a 24-hour period.

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19.31 The contractor shall have a minimum of Class A HVAC license. The Class A license allows contractors to work on all size HVAC equipment for the City of Laredo

19.32 The City of Laredo Parks & Recreation Department reserves the right to supply parts for any HVAC Project. The Contractor will only submit their labor cost according to the bid price schedule.

**20.0 HVAC Systems**

Contractor shall perform all HVAC maintenance and repair services on an as needed basis at all City of Laredo properties with no exceptions.

20.1 Contractor shall provide documentation on all freon additions and new system installations in order to keep record.

20.2 If an HVAC system will be out of service for more than 4 hours due to the non-availability of a part or extended time needed for repair, the Contractor shall immediately call the City of Laredo representative who assigned the work and inform him/her of the situation and estimated time of completion and make recommendations to restore the service temporarily so as to minimize impact to the residents or staff.

20.3 Contractor's vehicles used to respond to calls for service shall be stocked with commonly used HVAC supplies and equipment to eliminate delays and/or interruptions in service.

20.4 Some HVAC Systems may be on rooftops and may require the use of a crane.

20.5 **HVAC Maintenance:** Maintenance services shall be all inclusive and shall be a firm fixed price. Quarterly and Annual maintenance, preventative maintenance and routine inspections shall include but not be limited to:

20.5.1 System and equipment inspections;

20.5.2 Check operating and safety controls;

20.5.3 Check operation of crankcase heaters;

20.5.4 Check compressor oil levels;

20.5.5 Visually inspect for oil & refrigerant leaks.

20.6 **Ton Carrier Split System**

The following materials and labor necessary to perform the following:

20.6.1 Clean Condenser Coil;

20.6.2 Visual inspection of evaporator;

20.6.3 Replace all return filters;

20.6.4 Flush out drain lines;

20.6.5 Check all electrical components;

20.6.6 Oil all motor;

20.6.7 Check belts for evaporator motor;

20.6.8 Check amperage on motors and compressor;

20.6.9 Check Freon levels;

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- 20.6.10 Check Comfort Link for proper programming;
- 20.6.11 Check or Re-Program Comfort Link any alarms;
- 20.6.12 Run system and check for proper operation.

20.7 **15 Ton Carrier Split System**  
The following materials and labor necessary to perform the following:

- 20.7.1 Clean Condenser Coil;
- 20.7.2 Visual inspection of evaporator;
- 20.7.3 Replace all return filters;
- 20.7.4 Flush out drain lines;
- 20.7.5 Check all electrical components;
- 20.7.6 Oil all motor;
- 20.7.7 Check belts for evaporator motor;
- 20.7.8 Check amperage on motors and compressor;
- 20.7.9 Check Freon levels;
- 20.7.10 Check Comfort Link for proper programming;
- 20.7.11 Check or Re-Program Comfort Link any alarms;
- 20.7.12 Run system and check for proper operation.

20.8 **5 Ton Wall Unit**  
The following materials and labor necessary to perform the following:

- 20.8.1 Clean Condenser Coil;
- 20.8.2 Visual inspection of evaporator;
- 20.8.3 Replace all return filters;
- 20.8.4 Flush out drain lines;
- 20.8.5 Check all electrical components;
- 20.8.6 Oil all motor;
- 20.8.7 Check belts for evaporator motor;
- 20.8.8 Check amperage on motors and compressor;
- 20.8.9 Check Freon levels;
- 20.8.10 Run system and check for proper operation.

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**21.0 Invoicing**

All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be itemized as to applicable stock, manufacturer catalog or part number. All items must show unit prices.

**22.0 Warranty**

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

**23.0 Insurance Requirements**

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

**24.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

24.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

**25.0 Award of Contract**

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. This contract will be awarded to the top two highest vendor scores.

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

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

**Annual Supply/Service Contract:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than

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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.

**25.1 Disclosure of Interested Parties**

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

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

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

**26.0 Evaluation Criteria**

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

The selection committee may select all, some or none of the Respondents for interviews. If the City 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. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

26.1 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 proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining **best value**, the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications, Experience & Location	30
II	HVAC Licenses/	30
III	Pricing & Discount	40
		Total 100

Rating of Definitions for % point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.

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30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications, Experience & Location	30	70%	44.50
II	HVAC License	30		
III	Pricing & Discount	40	80%	28.00
<b>Total Score</b>				<b>72.50</b>

**27.0 Required Submittals**

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

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

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

28.1 How will you meet required turnaround time for completion of a repair or replacement project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

We are located in Laredo, Texas.

Time frame to respond to a call is within 2-hours. Usually sooner.

Our technicians carry most common parts in their vans.

28.2 Describe how your company is qualified to service this contract?

Ruby's Air Conditioning has been servicing Laredo under it's present name for 7 years. Under Quality Air it served the community for over 20 years.

We are a reputable and reliable company which has its roots in Laredo.

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28.3 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 15
2. Average years of experience of current employees: 20
3. Total number of certified technicians: 5
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes \*  No

28.4 **Warranty**  
Please include days, months, or year of your warranty for repairs.  
One year on Labor.

## 29.0 Section II: HVAC Licenses (30 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel. The contractor will be held responsible for any additional costs incurred in order to secure all permits.

Contractors should provide details as to the contractor's professional work experience, copies of all licenses, certifications, and training certificates for all personnel- work crews, crew supervisors, and administrators. Include copies of certificates of liability insurance for the company.

29.1 Texas Class A License# TACLA13314C  
29.2 Type of license (Refrigeration, Environmental, or Combination): Combination

NOTE: Points will be awarded for documented licensed HVAC employee assigned to this contract. Please attach copy of HVAC License.

\*\*\*\*\* Documentation shall be uploaded onto Cit-E-Bid \*\*\*\*\*

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**30.0 Section III: Price Schedule (40 Points)**

**An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 40 Points**

**30.1 Section A: HVAC Hourly Parts/Service Repair/Replacement Rates & Percentage Markup**

	HVAC Service & Repairs
Certified Mechanic per hour	\$ <u>70</u>
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ <u>105..</u>
Certified Technician per hour	\$ <u>70.</u>
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ <u>105.</u>
Supervisor per hour	\$ <u>70.</u>
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ <u>105.</u>
Laborer per hour	\$ <u>40.</u>
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ <u>60.</u>

Percentage added to Contractor's cost for parts 30 %

Percentage added to Contractor's cost for new HVAC System 20 %

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%. A contingency allowance of \$15,000.00 will be use to satisfy cost of predicted proposed materials.

Estimated time to complete service in 1 days.

\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\*

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**30.2 Section B: Mini Split System Parts/Service Repairs & Percentage Markup**

<b>Mini Split Systems Service &amp; Repairs</b>	
Certified Mechanic per hour	\$ <u>70.</u>
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ <u>105.</u>
Certified Technician per hour	\$ <u>70.</u>
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ <u>105.</u>
Supervisor per hour	\$ <u>70.</u>
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ <u>105.</u>
Laborer per hour	\$ <u>40.</u>
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ <u>60.</u>

Percentage added to Contractor's cost for parts 30 %

Percentage added to Contractor's cost for new HVAC System 20 %

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%. A contingency allowance of \$5,000.00 will be use to satisfy cost of predicted proposed materials.

\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\*

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**31.0 Termination of Contract**

This contract shall be for an initial period of one (1) year from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

- 31.1 Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;
- 31.2 or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

**32.0 Required Format and Contents of Proposal Submission**

For a proposal 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)**

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**33.0 Bidder Information Questionnaire**

**Bidder Information/Business Questionnaire:  
Please complete all information requested below and submit with your proposal  
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 proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Ruby's Air Conditioning

Signature Rosie Lozano Date \_\_\_\_\_  
of person authorized to sign proposal

Print Name Rosie Lozano  
of person authorized to sign proposal

Title: Service Manager

Business Address: 5806 East Dr

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: 956-712-4447 Fax Number: \_\_\_\_\_

Contact Person Email Address: rjlozano@bizlaredo.rr.com

Federal Tax ID Number: 82-1108922

Bidders Principal/Corporate Place of Business Address: Laredo, Texas

Indicated Status of Business:

Corporation \* \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: 7 years

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: \*

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

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### **34.0      Conflict of Interest Disclosure**

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

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

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

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from  
[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](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. **City Council Members.**
3. **City Manager.**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments.**
7. **Members of the Building Standards Board.**
8. **Parks & Leisure Advisory Committee Member.**
9. **Historic District Land Board Member.**
10. **Ethics Commission Board Member.**
11. **The Board of Commissioners of the Laredo Housing Authority.**
12. **The Executive Director of the Laredo Housing Authority.**
13. **Any other City of Laredo decision making board member.**

If additional information is needed please contact the Purchasing Agent at 956-794-1731.

**CITY OF LAREDO  
PURCHASING DIVISION**

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received \_\_\_\_\_

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

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

Name of Officer \_\_\_\_\_

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date \_\_\_\_\_

**CITY OF LAREDO  
PURCHASING DIVISION**

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**35.0**

**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

**AFFIDAVIT**

STATE OF TEXAS      {}  
COUNTY OF WEBB    {}

---

Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(a Partner or officer of the firm of, etc.)

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

---

Signature of:

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.  

---

**Notary Public**

---

**My commission expires:**

---

**CITY OF LAREDO  
PURCHASING DIVISION**

36.0



**City of Laredo  
Discretionary Contracts Disclosure**

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

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

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

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

First	M.I.	Last	Suffix

**\*2. Contract Information.**

a) Contract or Project name(s):

b) Originating Department(s):

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

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**entity listed in Question 3**

- Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
- Name of partner, parent, or subsidiary business entity(ies):

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

- Not applicable. No subcontractors will be retained for this contract.
- Subcontractors may be retained, but have not been selected at the time of this submission.
- List of subcontractors:

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

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

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

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

individuals.

List of contributors:

**Updates on Contributions Required**

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

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

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

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

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

**\*Acknowledgements**

**Updates Required**

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

**No Contract with City Officials or Staff during Contract Evaluation**

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

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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.

---

Name (Print)

Signature

Title

---

Company or DBA

---

Date

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**37.0 Certificate of Interested Parties (Form 1295)**

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

**Implementation of House Bill 1295**

**37.1 Certificate of Interested Parties (Form 1295):**

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

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

**37.2 Filing Process:**

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

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

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**38.0 Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas, 78040 until **5:00 P.M. on September 23, 2025; and all proposals received will be opened and acknowledged at 10:00 A.M. at the Office of the City Secretary on September 24, 2025.**

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

**Proposal: HVAC Repairs Parks Recreation Centers – Parks & Recreation Department  
FY25-091**

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

or

Hand Delivered:

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

**CITY OF LAREDO  
PURCHASING DIVISION**

## **CERTIFICATE OF INTERESTED PARTIES**

## **FORM 1295**

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

**OFFICE USE ONLY**

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

Laredo, Tx USA

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

## CITY OF LAREDO

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

FY25-091 HVAC Repairs Parks Rec. Ctr's

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

APPENDIX NOTARY STAMPS & SEALS ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal at office.

Signature of officer administering oath

Printed name of officer administering oath:

**Title of office administering and**

ADD ADDITIONAL PAGES AS NECESSARY

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

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

Ruby's Air Conditioning

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

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

NIA

Name of Officer

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

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

Yes  No

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

Yes  No

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

NIA

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

7

Rosie Lozano

Signature of vendor doing business with the governmental entity

9/23/25

Date

CITY OF LAREDO  
PURCHASING DIVISION

**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

**AFFIDAVIT**

STATE OF TEXAS      {}  
COUNTY OF WEBB      {}

Being first duly sworn, deposes and says:

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

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

Jennifer Saldivar

Signature of:

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

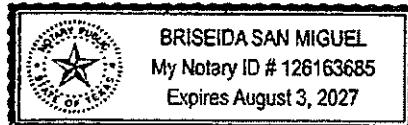
Subscribed and sworn before me this 22<sup>nd</sup> day of Sept. 20 25

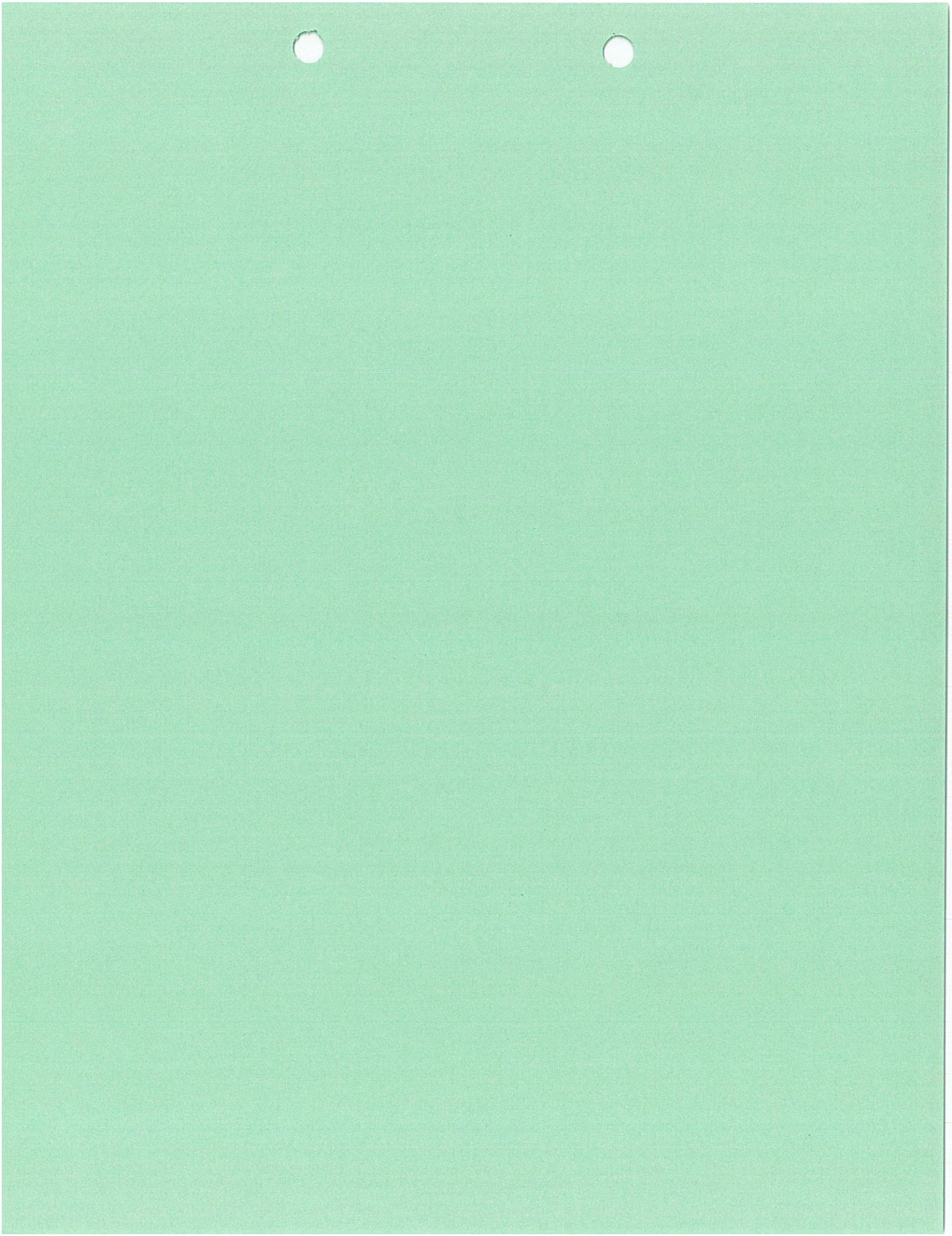
Briseida San Miguel

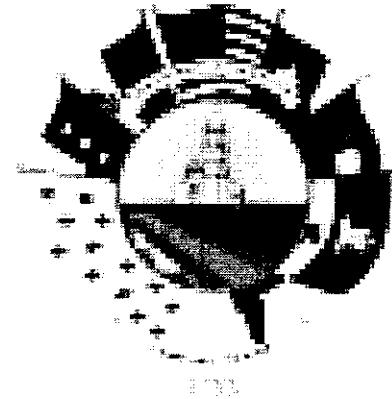
Notary Public

My commission expires:

08/31/2027







**FY25-091**

**Temprite Mechanical, Inc**  
**Supplier Response**

**Event Information**

Number: FY25-091  
Title: FY25-091 HVAC Repairs Parks Recreation Centers  
Type: Request For Proposal  
Issue Date: 8/27/2025  
Deadline: 9/23/2025 05:00 PM (CT)  
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

\*\*\*\*\*If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the

Purchasing Division will use the electronic bid to determine the total bid amount of the bid. \*\*\*\*\*

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

## 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](mailto:ealdape@ci.laredo.tx.us)

## Temprite Mechanical, Inc Information

Contact: Rene Salinas  
Address: 2806 Cortez st  
Laredo, TX 78043  
Phone: (956) 726-3826  
Fax: (956) 712-8834  
Email: [renes@tempritelaredo.com](mailto:renes@tempritelaredo.com)  
Web Address: [tempritelaredo.com](http://tempritelaredo.com)

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

Rene Salinas

Signature

Submitted at 9/3/2025 05:03:42 PM (CT)

[Temprite@tempritelaredo.com](mailto:Temprite@tempritelaredo.com)

Email

## Response Attachments

### PARKS AND RECREATION PROPOSAL.pdf

This is the contract in full and completed.

## Bid Attributes

### 1 Questionnaire Description

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

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

Temprite Mechanical Inc

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

38 Years

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

N/A

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

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

**6 Questions Part 1**

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

No

**7 Questions Part 2**

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

No

**8 State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

**9 Conflict of Interest Disclosure**

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

**10 Conflict of Interest Questionnaire Form CIQ**

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

**11 Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

**1  
2 Disclosure Form**

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

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

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

Rene Salinas

**1  
4 Question 2. Contract Information**

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

HVAC Repair & Replacement Services Parks Recreation Centers - Parks & Recreation Department

**1  
5 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Temprite Mechanical Inc

**1  
6 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

**1  
7 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

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

N/A

**1  
8 Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

**1  
9 Question 5. List any individuals or entities that will be subcontractors on this contract**

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

N/A

**2  
0 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

**2  
1 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

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

N/A

**2  
2 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 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 for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

**2  
3 Question 7. Disclosure of political contributions**

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

N/A

**2  
4 Updates on contributions required**

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

**2  
5 Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

**2  
6 8. Disclosure of Conflict of Interest**

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

No response

**2  
7 Question 9. Updates Required**

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

I have read and understand this section

**2  
8 Question 10. No Contact with City Officials or Staff during Contract Evaluation**

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

I have read and understand this section

**2  
9 Question 11. Conflict of Interest Questionnaire (CIQ)**

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

I have acknowledge that I have been advised

**3  
0 Question 11. Oath**

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

Rene Salinas - President - Temprite Mechanical Inc - 9/3/2025

**3  
1 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

**3  
2 Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

**3  
3 Terms and Conditions Request for Proposals**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

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

shall not be cause to alter the original contract or for a vendor to request additional compensation.

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

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

#### **1.0 PREPARATION OF PROPOSALS**

Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

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

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

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

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

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

#### **3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

#### **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

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

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

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

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

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

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

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

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

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

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

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

#### **6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the

submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

## **7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: [jezapata@ci.laredo.tx.us](mailto:jezapata@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us) Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

## **8.0 VENDOR DISCOUNTS**

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

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

## **9.0 INTENT OF CONTRACT**

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **This contract will be awarded to the top two highest vendor scores.**

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

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

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

set forth in the purchase order and/or formal contract agreement when applicable. A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

## **11.0 ENTIRE AGREEMENT**

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

## **12.0 PAYMENT & INVOICING**

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

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

I Agree to the Terms and Conditions

## **3 Insurance Terms and Conditions**

### **4 INSURANCE REQUIREMENTS**

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

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at

least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

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

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

## NON-CONSTRUCTION BIDS:

### Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
  - 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - 1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.
- (h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

### **CONSTRUCTION BIDS:**

### INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City

with Certificate of Insurance held required upon execution of the contract. I shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(j) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(k) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.
13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

I agree my insurance meets minimum requirements

**3** **5** **Disqualification & Debarment Certification**

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

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

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

I certify to the terms and conditions

## Contract Requirements

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

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

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

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

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

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided,

<https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

I have read and understand this section

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

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

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

I have read and understand this section

3 | Ordinance 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Understood.

### 3 | Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

### Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Acknowledge

4 | Section I

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

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

How will you meet required turnaround time for completion of a repair or replacement project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

Describe how your company is qualified to service this contract?

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: \_\_\_\_\_

2. Average years of experience of current employees: \_\_\_\_\_

3. Total number of certified technicians: \_\_\_\_\_

4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement?

Yes \_\_\_\_\_ No \_\_\_\_\_

## Warranty

Please include days, months, or year of your warranty for repairs.

\*\*\*\*\*Documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Yes

**4  
1 Section II****Section II: HVAC Licenses (30 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel. The contractor will be held responsible for any additional costs incurred in order to secure all permits.

Contractors should provide details as to the contractor's professional work experience, copies of all licenses, certifications, and training certificates for all personnel- work crews, crew supervisors, and administrators. Include copies of certificates of liability insurance for the company.

Texas Class \_\_\_\_\_ License# \_\_\_\_\_

Type of license (Refrigeration, Environmental, or Combination): \_\_\_\_\_

NOTE: Points will be awarded for documented licensed HVAC employee assigned to this contract.  
Please attach copy of HVAC License.

\*\*\*\*\*Documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Yes

**4  
2 Section III****Section III: Price Schedule (40 Points)**

An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 40 Points

Yes

**Bid Lines****1 Package Header****Section A: HVAC Hourly Parts/Service Repair Rates & Percentage Markup**

Quantity: 1 UOM: EA Total: \$1,600.00

Item Notes: Required Submittals that can be uploaded on Cit-E-Bid:

Texas Class \_\_\_\_\_ License# \_\_\_\_\_

Type of license (Refrigeration, Environmental, or Combination)

**Package Items****1.1 Certified Mechanic per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$180.00 Total: \$180.00

**1.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$220.00 Total: \$220.00

**1.3 Certified Technician per hour**

Quantity: 1 UOM: Hourly Labor Rate Price: \$180.00 Total: \$180.00

**1.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**1.5 Supervisor per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**1.6 Supervisor after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**1.7 Laborer per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**1.8 Laborer after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**1.9 Percentage added to Contractor's cost for parts %**

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

**A contingency allowance of \$15,000.00 will be used to satisfy cost of predicted proposal materials.**

**\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\***

Quantity: 1 UOM: Percentage Plus Total:

**1.10 Percentage added to Contractor's cost for new HVAC System %**

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

**A contingency allowance of \$15,000.00 will be used to satisfy cost of predicted proposal materials.**

**\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\***

Quantity: 1 UOM: Percentage Plus Total:

## **2 Package Header**

Section B: Mini Split Systems Service/Repair Rates & Percentage Markup

Quantity: 1 UOM: EA Total:

Item Notes: Required Submittals that can be uploaded on Cit-E-Bid:

Texas Class \_\_\_\_\_ License# \_\_\_\_\_

Type of license (Refrigeration, Environmental, or Combination)

### **Package Items**

**2.1 Certified Mechanic per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.3 Certified Technician per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.5 Supervisor per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.6 Supervisor after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.7 Laborer per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.8 Laborer after hours (5:01pm to 7:59 am) charge per hour**

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**2.9 Percentage added to Contractor's cost for parts %**

\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

A contingency allowance of \$5,000.00 will be used to satisfy cost of predicted proposal materials.

\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\*

Quantity: 1 UOM: Percentage Plus Total:

**2.10 Percentage added to Contractor's cost for new HVAC System %**

\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%.

A contingency allowance of \$5,000.00 will be used to satisfy cost of predicted proposal materials.

\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\*

Quantity: 1 UOM: Percentage Plus Total:

**Response Total: \$3,200.00**

CITY OF LAREDO  
PURCHASING DIVISION



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

**HVAC REPAIR & REPLACEMENT SERVICES PARKS RECREATION CENTERS  
PARKS & RECREATION DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding an annual service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair and replacement services for various City of Laredo Parks & Recreation Centers. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on September 23, 2025; and all proposals received will be opened and acknowledged at 10:00 A.M. at the Office of the City Secretary on September 24, 2025.

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

**Proposal: HVAC Repair & Replacement Services Parks Recreation Centers – Parks & Recreation  
Department  
FY25-091**

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

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

Hand Delivered:

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

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

\*\*\*\*\*If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. \*\*\*\*\*

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

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair and replacement services for various City of Laredo Parks & Recreation Centers. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on September 23, 2025; and all proposals received will be opened and acknowledged at 10:00 A.M. at the Office of the City Secretary on September 24, 2025.

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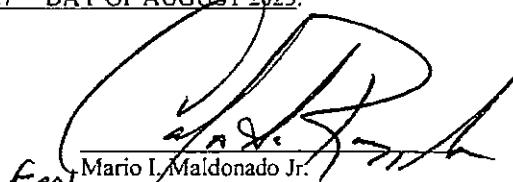
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 27<sup>th</sup> DAY OF AUGUST 2025.

  
(En) Mario I. Maldonado Jr.  
City Secretary

REC'D CITY SEC OFF  
AUG 27 '25 PM2:43

**CITY OF LAREDO  
PURCHASING DIVISION**

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**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS**

These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

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

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

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

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

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

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

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

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

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

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

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

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

**7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT 5512 Thomas Avenue, Laredo, Texas 78041; Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT 5512 Thomas Avenue, Laredo, Texas within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

**CITY OF LAREDO  
PURCHASING DIVISION**

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#### **8.0 VENDOR DISCOUNTS**

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

#### **9.0 INTENT OF CONTRACT**

- (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

#### **10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. This contract will be awarded to the top two highest vendor scores.

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### **11.0 ENTIRE AGREEMENT**

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

#### **12.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: [jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

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

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

**14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION)**

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.

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2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

## **15.0 CONTRACT REQUIREMENTS**

### **15.1 CODE OF ETHICS ORDINANCE 2012-0-126**

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

### **15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

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

### **15.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

### **15.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit

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**5. Discretionary Contracts Disclosure**

**6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of Bid Only\*\*****

**15.5 CONFLICT OF INTEREST FORMS (Attached)**

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

**15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

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

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

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

**16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

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

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

**17.0 Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

**Important Notice:**

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

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**Request for Proposals  
HVAC Repair and Replacement Services Parks Recreation Centers  
Parks & Recreation Department**

**18.0 Scope of Work**

The City of Laredo is requesting proposals from qualified vendors for awarding a service contract for awarding an annual service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair and replacement services for various City of Laredo Parks & Recreation Centers. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.iowave.net/Login.aspx>

18.1 All questions for this proposal shall be submitted through Cit-E-Bid no later than, September 10, 2025 before 2:00 P.M.

18.2 Bidders are required to submit their proposals upon the following expressed conditions:

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

18.2.1 An assessment of the existing Heating, Ventilation and Air Conditioning (HVAC) System at various City of Laredo Parks and Recreation Centers and HVAC replacement recommendations.

18.2.2 Replacement of the existing Heating, Ventilation and Air Conditioning (HVAC) System at various Parks and Recreation Centers. The Parks and Recreation Centers HVAC system have had multiple repairs and compressor replacements over a 10-year period. For this reason, it is necessary to assess all parts of the HVAC system.

18.2.3 The Proposer shall include in its proposal a thorough assessment of the existing HVAC system for the purposes of identifying system deficiencies and recommending solutions. Existing equipment manuals, specifications, etc. will be provided. The assessment should determine whether or not the existing HVAC system provides adequate cooling, heating, air movement and temperature control, and thermal comfort in accordance with State of Texas building ventilation requirements.

18.2.4 The identification of HVAC system deficiencies shall be comprehensive in nature and should consider, at a minimum: current system performance, maintenance requirements (including a review of records of past attempts to improve the system), operations efficiency (including costs of operation), remaining system operational life, inadequate design, and any other deficiencies observed.

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

**18.4 Locations**

18.4.1 Barbara Fasken Recreation Center 15201 Cerralvo Drive, Laredo, Texas, 78045.

18.4.2 Haynes Recreation Center ,2102 Clark's Crossing Drive, Laredo, Texas, 78043.

18.4.3 NE Hillside Recreation Center ,320 Wyoming, Laredo, Texas, 78041.

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- 18.4.4 El Edén Recreation Center, 4735 Loma Vista, Laredo, Texas, 78046.
- 18.4.5 Margarito Benavides Recreation Center, 2902 Tilden, Laredo, Texas, 78040.
- 18.4.6 Cigarroa Recreation Center, 2201 Zacatecas, Laredo, Texas, 78046.
- 18.4.7 Marcos Aranda Recreation Center, 4418 Old Santa Maria, Laredo Texas, 78041.
- 18.4.8 Market Tennis Courts 1301 Market, Laredo, Texas, 78040.
- 18.4.9 Canizales Boxing Gym, 1601 Guadalupe, Entrance on Laredo Street, Laredo Texas, 78043.
- 18.4.10 Ladrillera Senior Recreation Center, 2100 Pinder, Laredo, Texas, 78043.
- 18.4.11 D.D. Hachar Recreation Center, 1102 N. Smith, Laredo, Texas, 78043.
- 18.4.12 North Central Fitness Center, 10202 International Blvd. Laredo, TX 78045

**19.0 General Conditions**

Contractor(s) shall comply with and perform all HVAC and Mini Split System Maintenance Services, Repairs and installations in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes, manufacturer's instructions, warranty requirements and specifications. Contractor and/or his/her employees performing work as part of this RFB requirement shall possess a minimum of a Class A License issued by the Texas Department of Licensing and Regulation and shall be in good standing with the State of Texas and be certified to work on HVAC units and mini split systems as set forth in this Request for Bid. Also, Contractor must be able to program and troubleshoot Carrier Comfort Link Controls.

- 19.1 Contractor and/or his/her employees performing work as part of this RFP requirement shall possess an Environmental Air Conditioning Endorsement, and/or a Commercial Refrigeration and Process Cooling or Heating Endorsement. Also, Contractor technicians and installers must be registered with the Texas Department of Licensing and Regulation. All work performed must be by the Contractor and not by a subcontractor.
- 19.2 Contractor(s) shall conduct all work during normal working hours unless deemed by City of Laredo to be disruptive to the normal operations of the organization or an emergency.
- 19.3 Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFB or any resulting contract. Contractor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
- 19.4 Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- 19.5 Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage (if applicable).
- 19.6 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner in accordance with standard industry practice and all laws, rules regulations and codes. If any employee of contractor is deemed unacceptable by the City of Laredo, Contractor shall immediately replace such personnel with an acceptable substitute to the City of Laredo within (2) business days.

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- 19.7 Parts shall be invoiced at the contractor's cost plus the percentage for profit and handling as annotated on contractor's bid form. City of Laredo reserves the right to audit contractor's invoices at its sole discretion.
- 19.8 Contractor shall make available to the City of Laredo any requested invoice showing what Contractor paid for the part, within three (3) business days of request or the City of Laredo shall not be obligated to pay for the part.
- 19.9 Contractor(s) must provide, at contractor's own expense, all equipment, labor, materials, supplies, tools, etc. necessary to perform all of the required services under this RFB and any resulting contract.
- 19.10 Contractor shall commence and end all services on the same workday unless approved by the City of Laredo in advance. Contractor shall make all effort to reduce to a minimum any inconvenience to the residents at City of Laredo properties.
- 19.11 Contractor(s) shall arrive at the property location prepared to commence work. Contractor(s) arrival to the property location for emergency calls shall be within two (2) hours after notification by the City of Laredo, including weekends and holidays.  
Contractor shall call or check-in with the City of Laredo representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property.
- 19.12 Maintenance or repair work shall be performed by the contractor only after receipt of a purchase order, unless the service call is considered an emergency as defined by the agency, "an event which requires immediate action in order to prevent a hazard to life, health, safety, welfare or property or to avoid undue additional cost to the City of Laredo". Except for emergency service calls, the Contractor shall notify the Property Manager or Maintenance Supervisor a minimum of 24 hours prior to the service call.
- 19.13 Emergency Response Time: The contractor shall arrive at the site within 1 hour of receipt of a call that the equipment is inoperable or in problem status. If the contractor cannot do so due to another emergency situation at another City of Laredo property, the contractor shall immediately notify the designated City of Laredo contact person. If the Contractor fails to respond in the allotted time without notification, City of Laredo shall then have the right to contact another firm to address the problem at the contractor's expense.
- 19.14 Service Calls: The contractor's representative shall check in and out with City of Laredo staff at the site when performing any work on the site. Upon completion of the job, representative shall provide to City of Laredo staff a signed job ticket. The ticket shall include, but not be limited to, the following information:
  - 19.14.1 Company name;
  - 19.14.2 Printed name(s) of the personnel performing the work;
  - 19.14.3 Date of service;
  - 19.14.4 Specific equipment worked on;
  - 19.14.5 Detailed description of the work performed;
  - 19.14.6 Parts used (detailed item part numbers and quantities);
  - 19.14.7 Specific and total time spent on job.
- 19.15 Contractor shall inform City of Laredo personnel within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

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- 19.16 Contractor shall guarantee all installations to meet and pass City of Laredo Inspections. Should an HVAC installation or repair made by Contractor not pass inspection, contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the City of Laredo.
- 19.17 Contractor's shall only invoice City of Laredo for the time spent on the property. The City of Laredo shall not pay for time spent in route or traveling to acquire parts/supplies.
- 19.18 Invoices or job tickets shall show arrival and departure times to and from the property of all Contractors and employees responding for service.
- 19.19 Contractor shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, the City of Laredo reserves the right to only pay the fees for customary trade practices.
- 19.20 The City of Laredo shall not be responsible for trip charges and/or service charges. Example: The City of Laredo shall not pay for trip charge or hourly charges if Contractor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back.
- 19.21 Upon initial communication with property concerning the required service, Contractor shall have a general idea of the scope of work prior to commencement in order to minimize HVAC downtime. Also, items needed for possible replacement such as but not limited to compressors, boiler and boiler systems, chillers and chiller systems, cooling towers and cooling tower systems and mini split systems shall be confirmed prior to delivery to avoid downtime.
- 19.22 Contractor shall provide live operator dispatcher services, not a message system - 24 hour/7 days a week including weekends and holidays. The Contractor shall respond to calls for service upon request including nights, weekends and holidays.
- 19.23 Contractor must be a factory authorized dealer for Carrier HVAC Systems.
- 19.24 Contractor shall provide proper equipment. The City of Laredo will not pay for extra man hours when labor saving devices are readily available to efficiently and effectively provide HVAC maintenance and repair service for systems as set forth in this RFB.
- 19.25 Contractor shall provide estimates for repairs when requested.
- 19.26 Contractor shall use parts specified by the manufacturer or approved equivalents. All parts shall be new and not refurbished.
- 19.27 Only City of Laredo Procurement Staff, Department Managers and Maintenance Supervisors may request work to be performed. Except in the case of an emergency the contractor shall only commence work and inspection with a Purchase Order.
- 19.28 Upon completion of HVAC and Mini Split Systems, maintenance, service and/or repairs and any work resulting from this RFB, contractor(s) shall clean up the area where the work was performed and contractor shall remove any debris generated by the repairs from City of Laredo premises. At no time will contractor discard debris into any City of Laredo refuse container.
- 19.29 The City of Laredo shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to the City of Laredo, it will be the responsibility of the contractor to dispose of the equipment.
- 19.30 Parts inventory: The Contractor shall have and maintain locally a supply of spare parts sufficient for the normal maintenance and repair of the units. The Contractor shall provide within 4-hours a needed replacement part for inoperative units, as long as such part is reasonably available within a 24-hour period.

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19.31 The contractor shall have a minimum of Class A HVAC license. The Class A license allows contractors to work on all size HVAC equipment for the City of Laredo

19.32 The City of Laredo Parks & Recreation Department reserves the right to supply parts for any HVAC Project. The Contractor will only submit their labor cost according to the bid price schedule.

**20.0 HVAC Systems**

Contractor shall perform all HVAC maintenance and repair services on an as needed basis at all City of Laredo properties with no exceptions.

20.1 Contractor shall provide documentation on all freon additions and new system installations in order to keep record.

20.2 If an HVAC system will be out of service for more than 4 hours due to the non-availability of a part or extended time needed for repair, the Contractor shall immediately call the City of Laredo representative who assigned the work and inform him/her of the situation and estimated time of completion and make recommendations to restore the service temporarily so as to minimize impact to the residents or staff.

20.3 Contractor's vehicles used to respond to calls for service shall be stocked with commonly used HVAC supplies and equipment to eliminate delays and/or interruptions in service.

20.4 Some HVAC Systems may be on rooftops and may require the use of a crane.

20.5 HVAC Maintenance: Maintenance services shall be all inclusive and shall be a firm fixed price. Quarterly and Annual maintenance, preventative maintenance and routine inspections shall include but not be limited to:

20.5.1 System and equipment inspections;

20.5.2 Check operating and safety controls;

20.5.3 Check operation of crankcase heaters;

20.5.4 Check compressor oil levels;

20.5.5 Visually inspect for oil & refrigerant leaks.

**20.6 Ton Carrier Split System**

The following materials and labor necessary to perform the following:

20.6.1 Clean Condenser Coil;

20.6.2 Visual inspection of evaporator;

20.6.3 Replace all return filters;

20.6.4 Flush out drain lines;

20.6.5 Check all electrical components;

20.6.6 Oil all motor;

20.6.7 Check belts for evaporator motor;

20.6.8 Check amperage on motors and compressor;

20.6.9 Check Freon levels;

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- 20.6.10 Check Comfort Link for proper programming;
- 20.6.11 Check or Re-Program Comfort Link any alarms;
- 20.6.12 Run system and check for proper operation.

20.7 **15 Ton Carrier Split System**  
The following materials and labor necessary to perform the following:

- 20.7.1 Clean Condenser Coil;
- 20.7.2 Visual inspection of evaporator;
- 20.7.3 Replace all return filters;
- 20.7.4 Flush out drain lines;
- 20.7.5 Check all electrical components;
- 20.7.6 Oil all motor;
- 20.7.7 Check belts for evaporator motor;
- 20.7.8 Check amperage on motors and compressor;
- 20.7.9 Check Freon levels;
- 20.7.10 Check Comfort Link for proper programming;
- 20.7.11 Check or Re-Program Comfort Link any alarms;
- 20.7.12 Run system and check for proper operation.

20.8 **5 Ton Wall Unit**  
The following materials and labor necessary to perform the following:

- 20.8.1 Clean Condenser Coil;
- 20.8.2 Visual inspection of evaporator;
- 20.8.3 Replace all return filters;
- 20.8.4 Flush out drain lines;
- 20.8.5 Check all electrical components;
- 20.8.6 Oil all motor;
- 20.8.7 Check belts for evaporator motor;
- 20.8.8 Check amperage on motors and compressor;
- 20.8.9 Check Freon levels;
- 20.8.10 Run system and check for proper operation.

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**21.0 Invoicing**

All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be itemized as to applicable stock, manufacturer catalog or part number. All items must show unit prices.

**22.0 Warranty**

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

**23.0 Insurance Requirements**

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

**24.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

24.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

**25.0 Award of Contract**

The contract will be awarded based on (**best value criteria**) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. This contract will be awarded to the top two highest vendor scores.

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

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

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed. should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than

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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.

**25.1 Disclosure of Interested Parties**

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

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

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

**26.0 Evaluation Criteria**

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

The selection committee may select all, some or none of the Respondents for interviews. If the City 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. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

**26.1** 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 proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining *best value*, the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications, Experience & Location	30
II	HVAC Licenses/	30
III	Pricing & Discount	40
		Total 100

Rating of Definitions for % point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.

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30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications, Experience & Location	30	70%	44.50
II	HVAC License	30		
III	Pricing & Discount	40	80%	28.00
<b>Total Score</b>				<b>72.50</b>

**27.0 Required Submittals**

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

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

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

28.1 How will you meet required turnaround time for completion of a repair or replacement project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

We are located in Laredo, Tx and will be able to go to job sites as soon as possible

28.2 Describe how your company is qualified to service this contract?

We are reliable and will answer the service calls as soon as possible to complete them in a timely manner.

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28.3 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 15
2. Average years of experience of current employees: 35 years
3. Total number of certified technicians: 3
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes YES No \_\_\_\_\_

28.4 Warranty  
Please include days, months, or year of your warranty for repairs.

7-5 ton, 5 years, 7.5 + 1 year warranty for compressors

**29.0 Section II: HVAC Licenses (30 Points)**

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel. The contractor will be held responsible for any additional costs incurred in order to secure all permits.

Contractors should provide details as to the contractor's professional work experience, copies of all licenses, certifications, and training certificates for all personnel- work crews, crew supervisors, and administrators. Include copies of certificates of liability insurance for the company.

29.1 Texas Class TACLA License# 006500E/R

29.2 Type of license (Refrigeration, Environmental, or Combination): Refrigeration HVAC

NOTE: Points will be awarded for documented licensed HVAC employee assigned to this contract. Please attach copy of HVAC License.

\*\*\*\*\* Documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

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**30.0 Section III: Price Schedule (40 Points)**

**An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 40 Points**

**30.1 Section A: HVAC Hourly Parts/Service Repair/Replacement Rates & Percentage Markup**

	<b>HVAC Service &amp; Repairs</b>
Certified Mechanic per hour	\$ <u>180.00</u>
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ <u>210.00</u>
Certified Technician per hour	\$ <u>180.00</u>
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ <u>210.00</u>
Supervisor per hour	\$ <u>180.00</u>
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ <u>210.00</u>
Laborer per hour	\$ <u>180.00</u>
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ <u>210.00</u>

Percentage added to Contractor's cost for parts 35 %

Percentage added to Contractor's cost for new HVAC System 12 %

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%. A contingency allowance of \$15,000.00 will be use to satisfy cost of predicted proposed materials.

Estimated time to complete service in 1-2 days.

\*\*\*\* The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\*

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30.2 Section B: Mini Split System Parts/Service Repairs & Percentage Markup

	<b>Mini Split Systems Service &amp; Repairs</b>
Certified Mechanic per hour	\$ <u>180.00</u>
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ <u>220.00</u>
Certified Technician per hour	\$ <u>180.00</u>
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ <u>220.00</u>
Supervisor per hour	\$ <u>180.00</u>
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ <u>220.00</u>
Laborer per hour	\$ <u>180.00</u>
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ <u>220.00</u>

Percentage added to Contractor's cost for parts 35 %

Percentage added to Contractor's cost for new HVAC System 12 %

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%. A **contingency allowance of \$5,000.00 will be use to satisfy cost of predicted proposed materials.**

\*\*\*\* **The City of Laredo reserves the right to just purchase hourly service rates with the City of Laredo supplying any and all HVAC parts\*\*\*\***

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**31.0 Termination of Contract**

This contract shall be for an initial period of one (1) year from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

- 31.1 Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;
- 31.2 or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

**32.0 Required Format and Contents of Proposal Submission**

For a proposal 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)**

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33.0 Bidder Information Questionnaire

**Bidder Information/Business Questionnaire:**

**Please complete all information requested below and submit with your proposal 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 proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Temprite Mechanical Inc

Signature \_\_\_\_\_ Date 9/2/2025  
of person authorized to sign proposal

Print Name Rene Salinas  
of person authorized to sign proposal

Title: President

Business Address: 7806 Cortez St

City, State, Zip Code: Laredo, Tx 78043

Telephone Number: (956) 726-3876 Fax Number: N/A

Contact Person Email Address: Temprite@TempriteLaredo.com

Federal Tax ID Number: 74-2892872

Bidders Principal/Corporate Place of Business Address: \_\_\_\_\_

Indicated Status of Business:

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: N/A

State how long under its present business name: 38 years

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

N/A

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

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

Is any litigation pending against the Business? Yes  No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

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**34.0 Conflict of Interest Disclosure**

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

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

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

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from  
[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](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. City Council Members.
3. City Manager.
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments.
7. Members of the Building Standards Board.
8. Parks & Leisure Advisory Committee Member.
9. Historic District Land Board Member.
10. Ethics Commission Board Member.
11. The Board of Commissioners of the Laredo Housing Authority.
12. The Executive Director of the Laredo Housing Authority.
13. Any other City of Laredo decision making board member.

If additional information is needed please contact the Purchasing Agent at 956-794-1731.

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p><i>Temprite Mechanical Inc</i></p>		Date Received
<p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p><i>N/A</i></p> <p>Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 <i>Salieles</i></p> <p>Signature of vendor doing business with the governmental entity</p>		<p><i>9-2-2025</i></p> <p>Date</p>

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**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

**AFFIDAVIT**

STATE OF TEXAS      {}  
COUNTY OF WEBB    {}

Being first duly sworn, deposes and says:

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

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

Signature of:

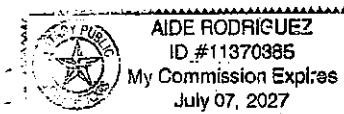
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 29 day of Aug. 20 2025

A Rodriguez  
Notary Public

My commission expires:

July 07, 2027



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36.0



## City of Laredo Discretionary Contracts Disclosure

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

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

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

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

Rene

Salinas

First

M.I. Last

Suffix

\*2. Contract Information:

a) Contract or Project name(s):

HVAC Repair & Replacement Services Parks Recreation  
Centers

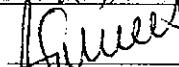
b) Originating Department(s):

Parks & Recreation Department

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

Rene Salinas

Name (Print)



Signature

Name (Print)

Signature

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

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**entity listed in Question 3**

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

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

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

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

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

List of subcontractors:

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

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

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

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

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

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

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

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individuals.

List of contributors:

**Updates on Contributions Required**

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

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

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

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

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

**\*Acknowledgements**

**Updates Required**

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

**No Contract with City Officials or Staff during Contract Evaluation**

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

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

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

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

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PURCHASING DIVISION**

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.

Rene Salinas

Salinas

Name (Print)

Signature

Title PRESIDENT

Temprite Mechanical Inc

Company or DBA

9/2/2025

Date

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**37.0 Certificate of Interested Parties (Form 1295)**

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

**Implementation of House Bill 1295**

**37.1 Certificate of Interested Parties (Form 1295):**

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

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

**37.2 Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form 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**

**CITY OF LAREDO  
PURCHASING DIVISION**

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

# Temprite Mechanical Inc

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

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

FY25-044

**5 Check only if there is NO Interested Party.**

4

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

#### Related names of the author(s)

REINDEER

**ADD ADDITIONAL PAGES AS NECESSARY**

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**38.0 Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas, 78040 until **5:00 P.M. on September 23, 2025**; and all proposals received will be opened and acknowledged at **10:00 A.M. at the Office of the City Secretary on September 24, 2025**.

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

**Proposal: HVAC Repairs Parks Recreation Centers – Parks & Recreation Department  
FY25-091**

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

or

Hand Delivered:

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