



## City of Laredo Purchasing Division

### RENEWAL NOTICE

November 7, 2024

Mr. Roberto Rosas  
Andy's Auto Air & Supplies  
11901 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension II

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section III Secondary Vendor

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

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Andy's Auto Air & Supplies	
Request a contract extension:	Not request a contract extension:
Authorized Signature:	
Print Name: Roberto Rosas	
Date: 11/8/2024	



## City of Laredo Purchasing Division

### RENEWAL NOTICE

November 7, 2024

Mr. ~~John~~ Rosas *RICHARD ROSAS*  
Rotex Truck Center  
11802 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension II

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section II Primary Vendor

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

Sincerely,

*Jaimie E. Zapata*  
Jaimie E. Zapata  
Purchasing Agent

Xe: Purchasing File

Rotex Truck Center	
Request a contract extension:	<input checked="" type="checkbox"/> <i>[Signature]</i> My request a contract extension:
Authorized Signature:	<i>[Signature]</i>
Print Name:	<i>RICHARD ROSAS</i>
Date:	<i>11-08-2024</i>



## City of Laredo Purchasing Division

### RENEWAL NOTICE

November 7, 2024

Mr. Lewis Woodal  
Rush Truck Center  
10216 Union Pacific Boulevard  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension II

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xe: Purchasing File

Rush Truck Center	
Request a contract extension:	<input checked="" type="checkbox"/> Not request a contract extension.
Authorized Signature:	
Print Name:	Betty Ramirez
Date:	11-7-24



## City of Laredo Purchasing Division

### RENEWAL NOTICE

November 7, 2024

Mr. Dustin Smith  
Doggett Freightliner of South Texas  
12002 FM 1472  
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension II

Dear Mr. Smith,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

#### Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xe: Purchasing File

Doggett Freightliner of South Texas	
Request a contract extension:	<input checked="" type="checkbox"/> Not request a contract extension:
Authorized Signature:	
Print Name: <u>Sandy Medrano</u>	
Date: <u>11/7/2024</u>	



## City of Laredo Purchasing Division

### LETTER OF AWARD

April 3, 2024

Mr. Lewis Woodal  
Rush Truck Center  
10216 Union Pacific Boulevard  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension I

Dear Mr. Woodal,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File



## City of Laredo Purchasing Division

### LETTER OF AWARD

April 3, 2024

Mr. Robert Rosas  
Rotex Truck Center  
11802 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 4, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File



## City of Laredo Purchasing Division

### LETTER OF AWARD

April 3, 2024

Mr. Dustin Smith  
Doggett Freightliner of South Texas  
12002 FM 1472  
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension I

Dear Mr. Smith,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File



## City of Laredo Purchasing Division

### LETTER OF AWARD

April 3, 2024

Mr. Roberto Rosas  
Andy's Auto Air & Supplies  
11901 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Secondary Vendor

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

# City of Laredo

1110 HOUSTON STREET  
LAREDO, TEXAS 78040

## Legislation Text

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File #: 24-0600, Version: 1

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### **SUBJECT**

Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors:

Section I: Rush Truck Center, Laredo, TX in an amount up to \$450,000.00, (Primary Vendor);  
Doggett Freightliner, Laredo, TX in an amount up to \$250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to \$300,000.00 (Primary Vendor);  
Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to \$500,000.00 (Primary Vendor);  
Andy's Auto & Bus Air, Laredo, TX in an amount up to \$75,000.00 (Secondary Vendor A/C Parts Only);

Rush Truck Center, Laredo, TX in an amount up to \$200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to \$85,000.00 (Primary Vendor);  
Doggett Freightliner, Laredo, TX in an amount up to \$70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to \$150,000.00 (Primary Vendor);  
Doggett Freightliner, Laredo, TX in amount up to \$100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended two additional, one-year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

### **PREVIOUS COUNCIL ACTION**

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

### **BACKGROUND**

This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Awarded sections and vendor dollar amount totals attached.

## COMMITTEE RECOMMENDATION

None.

## STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

### Fiscal Impact

Fiscal Year: 2024.  
Budgeted Y/N?: Yes.  
Source of Funds: Fleet Management Fund.  
Account #: 593-2810-533-2080.  
Change Order: Exceeds 25% Y/N: No.

### FINANCIAL IMPACT:

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



## City of Laredo Purchasing Division

### RENEWAL NOTICE

March 5, 2024

Mr. Roberto Rosas  
Andy's Auto Air & Supplies  
11901 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension 1

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

#### Contract Pricing:

Section III Secondary Vendor

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xe: Purchasing File

Andy's Auto Air & Supplies	
<u>Request a contract extension:</u>	<u>Not request a contract extension:</u>
Authorized Signature:	
Print Name: Roberto Rosas	
Date: 3/7/2024	



**City of Laredo  
Purchasing Division**

**RENEWAL NOTICE**

March 5, 2024

Mr. Lewis Woodal  
Bush Truck Center  
10216 Union Pacific Boulevard  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension I

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

Bush Truck Center	
Business contract extension	<input checked="" type="checkbox"/> Not requested a contract extension
Authorized Signature:	
Print Name:	Bush Truck Center
Date:	March 6, 2024



## City of Laredo Purchasing Division

### RENEWAL NOTICE

March 5, 2024

Mr. Dustin Smith  
Doggett Freightliner of South Texas  
12002 FM 1172  
Laredo, Texas 78041

Re: Medjune/L.D. Truck OEM Parts  
Contract FY23-040  
Extension I

Dear Mr. Smith,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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

Sincerely,

Enrique Alape III  
Interim Purchasing Agent

Xc. Purchasing File

Doggett Freightliner of South Texas	
<input type="checkbox"/> Request a contract extension	<input type="checkbox"/> Not request a contract extension
Authorized Signature	
Print Name <u>Guillermo Medrano</u>	
Date <u>3/6/2024</u>	



City of Laredo  
Purchasing Division

RENEWAL NOTICE

March 5, 2024

Mr. Jorge Rosas  
Rotex Truck Center  
11802 Sora Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040  
Extension 1

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Primary Vendor

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

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

Rotex Truck Center	
Request a contract extension:	<input checked="" type="checkbox"/> Not request a contract extension:
Authorized Signature:	
Print Name:	EJIC HENRY ROSAS
Date:	3-6-2024



**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

April 18, 2023

Mr. Roberto Rosas  
Andy's Auto Air & Supplies  
11901 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

**Contract Pricing:**

Section III	Secondary Vendor
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**Statutory Requirement to File Form 1295:**

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You can and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

April 18, 2023

Mr. Roberto Rosas  
Rotex Truck Center  
11802 Sara Road  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

**Contract Pricing:**

Section III	Primary Vendor
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**Statutory Requirement to File Form 1295:**

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



## City of Laredo Purchasing Division

### LETTER OF AWARD

April 18, 2023

Mr. Lewis Woodal  
Rush Truck Center  
10216 Union Pacific Boulevard  
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You can and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



## City of Laredo Purchasing Division

### LETTER OF AWARD

April 18, 2023

Mr. Dustin Smith  
Doggett Freightliner of South Texas  
12002 FM 1472  
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts  
Contract FY23-040

Dear Mr. Smith,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You can and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**

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

**Initiated By:** Riazul Mia, Assistant City Manager

**Initiated By:**

**Staff Source:** Ronald W. Miller, Fleet Director; Jose F. Castillo, Acting Finance Director; Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY23-040 for the purchase of OEM Parts for small and medium vehicles for the City's Fleet Department to the following bidders:

Section I: Rush Truck Center, Laredo, TX in an amount up to \$450,000.00, (Primary Vendor);

Doggett Freightliner, Laredo, TX in an amount up to \$250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to \$300,000.00 (Primary Vendor);

Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to \$500,000.00 (Primary Vendor);

Andy's Auto & Bus Air, Laredo, TX in an amount up to \$75,000.00 (Secondary Vendor A/C Parts Only);

Rush Truck Center, Laredo, TX in an amount up to \$200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to \$85,000.00 (Primary Vendor);

Doggett Freightliner, Laredo, TX in an amount up to \$70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to \$150,000.00 (Primary Vendor);

Doggett Freightliner, Laredo, TX in amount up to \$100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract may be extended three additional, one year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet

Maintenance Budget.

#### **VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

#### **PREVIOUS COUNCIL ACTION**

None.

#### **BACKGROUND**

The City received four (4) bids through Cit-E-Bid for awarding an annual supplies contract for the purchase of oem parts for the City's Fleet Division. This contract establishes a percentage discount on original equipment manufacturer parts for small and medium vehicle repairs. This contract has three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

#### Bid Summary:

Vendor	Awarded Amount	Notes
Rush Truck Center	\$1,035,000.00	Section I: Primary Vendor Section II: Secondary Vendor Section III: Secondary Vendor Section IV: Primary Vendor Section V: Primary Vendor

Doggett Freightliner	\$720,000.00	Section I: Secondary Vendor Section II: Primary Vendor Section IV: Secondary Vendor Section V: Secondary Vendor
Rotex Truck Center	\$500,000.00	Section III: Primary Vendor
Andy's Auto & Bus air	\$75,000.00	Section III: Secondary Vendor

A complete bid tabulation is attached.

#### **COMMITTEE RECOMMENDATION**

None.

#### **STAFF RECOMMENDATION**

It is recommended that these contracts be approved.

#### **Fiscal Impact**

**Fiscal Year:** 2023

**Budgeted Y/N:** Yes

**Source of Funds:** Fleet Maintenance Fund

**Account #:** 593-2810-533-2080

**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

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

#### **Attachments**

Bid Tab FY23-040

Contracts FY23-040

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Andy's Auto Air & Supplies, Inc.  
Laredo, TX United States

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

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

FY23-040  
Medium/H.D. Truck OEM Parts

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

2

#### 6 UNSWORN DECLARATION

My name is Robert Rosas and my date of birth is 11/23/1962

My address is 11901 Sara Rd, Laredo, TX 78045, USA  
(street) (city) (state) (zip code) (country)

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

Executed in WEBB County, State of Texas on the 21 day of March, 2023  
(month) (year)

*Walter D. Clegg*

**Signature of authorized agent of contracting business entity  
(Declarant)**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

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

1

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_  
(street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country) \_\_\_\_\_

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

Executed in \_\_\_\_\_, County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(month) (year)

**Signature of authorized agent of contracting business entity  
(Declarant)**

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

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

**Certificate Number:**  
2023.996289

**Rolex Truck Center, Inc.**  
**Laredo, TX United States**

**Date Filter:**

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

03/20/2023

**City of Laredo**

**Date Acknowledged:**

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

5Y23-040

Medium/H-D. Truck OEM Parts

5 Check only if there is NO Interested Party.

1

**8. UNSIGNED DECLARATION**

My name is **Richard Rosas** and my phone number is **02121000**.

My address is 11802 Sara Rd Laredo TX 78045 USA  
(street) (city) (state) (zip code) (country)

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

Executed in WEBB County, State of Texas, on the 21 day of March, 2023.

**Signature of authorized agent of contracting business entity  
(Declarant)**

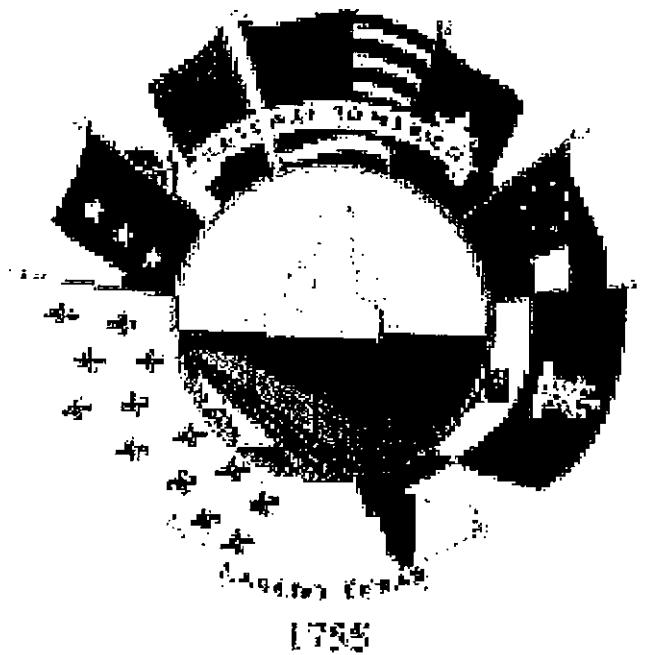
## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**Signature of authorized agent of contracting business entity  
(Declarant)**



## **FY23-040 Medium/H.D. Truck OEM Parts**

### **Rotex Truck Center, Inc**

### **Supplier Response**

#### **Event Information**

Number: FY23-040 Medium/H.D. Truck OEM Parts  
Title: FY23-040 Medium/H.D. Truck OEM Parts  
Type: Request For Bid  
Issue Date: 3/6/2023  
Deadline: 3/30/2023 05:00 PM (CT)

#### **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)

## **Rotex Truck Center, Inc Information**

Contact: Robert Rosas  
Address: 11802 Sara Road  
Laredo, TX 78045  
Phone: (956) 722-1250  
Fax: (956) 727-7835  
Email: robert@rotextrucks.com

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

Robert Rosas robert@rotextrucks.com  
*Signature* *Email*  
Submitted at 3/24/2023 04:32:54 PM (CT)

## **Response Attachments**

**Affidavit-completed.pdf**

Affidavit

**CIQ- completed.pdf**

CIQ

**Discretionary Contracts Disclosure- Completed.pdf**

Discretionary Contracts Disclosure

**Form 1295- completed.pdf**

1295 form

**Insurance Certificate- Rotex.pdf**

Insurance Certificate

## **Bid Attributes**

<b>1 Questionnaire Description</b>	"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".
<b>2 Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b>	ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250
<b>3 State how long under has the business been in its present business name</b>	14 years
<b>4 If applicable, list all other names under which the Business Identified above operated in the last five years</b>	N/A

<b>5</b>	<b>State if the Company is a certified minority business enterprise</b> 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.
<b>6</b>	<b>Questions Part 1</b> 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? N/A
<b>7</b>	<b>Questions Part 2</b> 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? N/A
<b>8</b>	<b>State if the Company is a certified minority business enterprise</b> This company is not a certified minority business
<b>9</b>	<b>Conflict of Interest Disclosure</b> 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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission 5. Members of the Planning and Zoning Commission 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
<b>10</b>	<b>Conflict of Interest Questionnaire Form CIQ</b> 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	<b>Conflict of Interest Questionnaire</b> 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? <input type="checkbox"/> Yes
1 2	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 3	This is a <input type="checkbox"/> New Submission
1 4	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text"/> RICHARD ROSAS
1 5	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <input type="text"/> FY23-040 Medium/H.D. Truck OEM Parts- Fleet Department
1 6	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <input type="text"/> Rotex Truck Center
1 7	<b>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.</b> <input type="text"/> Not Applicable
1 8	<b>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</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text"/> N/A
1 9	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <input type="text"/> Not Applicable
2 0	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text"/> N/A
2 1	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <input type="text"/> Not Applicable

<b>2</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b>
<p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <p><b>N/A</b></p>	
<b>2</b>	<b>Question 7. Disclosure of political contributions</b>
<b>3</b>	<p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totalling 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.</p> <p>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)</p>
<p><b>Not Applicable</b></p>	
<b>2</b>	<b>Question 7. Disclosure of political contributions</b>
<b>4</b>	<p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><b>N/A</b></p>
<b>2</b>	<b>Updates on contributions required</b>
<b>5</b>	<p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
<b>2</b>	<b>Question 8. Disclosure of Conflict of Interest</b>
<b>6</b>	<p>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?</p>
<p><b>I am not aware of any conflict of interest</b></p>	
<b>2</b>	<b>8. Disclosure of Conflict of Interest</b>
<b>7</b>	<p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <p><b>N/A</b></p>
<b>2</b>	<b>Question 9. Updates Required</b>
<b>8</b>	<p>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.</p>
<p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>	

**2**  
**9**

#### **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

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

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

**3**  
**0**

#### **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 of City Secretary.

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

**3**  
**1**

#### **Question 11. Oath**

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

Richard Rosas / Operations Manager / Rotex Truck Center

**3**  
**2**

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

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

**3**  
**3**

#### **Conflict of Interest Questionnaire**

I have completed this section (I have completed this section)

**3**  
**4**

#### **Non-Collusive Affidavit**

I have completed and included this form (I have completed and included this form)

**3**  
**5**

#### **Discretionary Contracts Disclosure**

I have completed this section (I have completed this section)

3 6	<p><b>Certificate of Interested Parties (Form 1295)</b></p> <p>In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <a href="https://www.ethics.state.tx.us/tec/1295-Info.htm">https://www.ethics.state.tx.us/tec/1295-Info.htm</a>. 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.</p> <p><input checked="" type="checkbox"/> I will comply with this form (I will comply with this form)</p>
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3 7	<p><b>Terms and Conditions for Request for Bids</b></p> <p><b>TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS</b> Bidders are required to submit bids upon the following expressed conditions:</p> <p>(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.</p> <p>(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.</p> <p>(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.</p> <p><b>1.0 PREPARATION OF BIDS</b> Bids will be prepared in accordance with the following:</p> <p>(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.</p> <p>(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.</p> <p>(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum</p> <p>(d) Proposed delivery time must be shown and shall include Sundays and holidays</p> <p>(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.</p> <p>(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.</p>
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**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas Ave. Laredo, Texas 78041.

#### 8.0 BIDDER DISCOUNTS

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

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

#### 9.0 INTENT OF CONTRACT

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

#### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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

**"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."**

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

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

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

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

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

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

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

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

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

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

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

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### 11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the

Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

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

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001, TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

## Insurance Terms and Conditions

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

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

I agree my insurance meets minimum requirements (I agree my insurance meets minimum requirements)

3  
9 **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 (I certify to the terms and conditions)

**4  
0 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 (I have read and understand this section)

**4 1 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 (I have read and understand this section)

**4 2 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

**4 3 Required Documentation**

\*\*\*\*The following documentation shall be uploaded onto Cit-E-Bid\*\*\*\*

Product identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based  
(i.e. distributor, net, wholesale)

Yes (Yes )

## Bid Lines

**1 Package Header**

Section I: Peterbilt Captive New Parts

Quantity: 1 UOM: PKG  No Bid

Manufacturer: Peterbilt Captive New Parts

Item Notes: Please submit "0" for unit price

**Package Items****1.1 Percentage of Discount offered**

Quantity: 1 UOM: EA  No Bid

Manufacturer: Peterbilt OEM Parts

**1.2**

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days  No Bid

**2 Package Header**

Section II: Freightliner Captive New Parts

Quantity: 1 UOM: PKG No Bid

Manufacturer: Freightliner Captive New Parts

Item Notes: Please submit "0" for unit price

**Package Items**

**2.1 Percentage of Discount offered**

Quantity: 1 UOM: EA No Bid

Manufacturer: Freightliner OEM Parts

**2.2**

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days No Bid

**3 Package Header**

Section III: International Captive New Parts

Quantity: 1 UOM: PKG Total: No response

Manufacturer: International Captive New Parts

Item Notes: Please submit "0" for unit price

**Package Items**

**3.1 Percentage of Discount offered**

Quantity: 1 UOM: EA Total: 20%

Manufacturer: International OEM Parts

Supplier Notes: 20% off list

**3.2**

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 2 working days.

**4 Package Header**

Section IV: MACK Captive New Parts

Quantity: 1 UOM: PKG No Bid

Manufacturer: MACK Captive New Parts

Item Notes: Please submit "0" for unit price

**Package Items**

**4.1 Percentage of Discount offered**

Quantity: 1 UOM: EA No Bid

Manufacturer: MACK OEM Parts

4.2

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days

No Bid

## 5 Package Header

Section V: GMC/Chevrolet Captive New Parts

Quantity: 1 UOM: PKG

No Bid

Manufacturer: GMC/Chevrolet Captive New Parts

Item Notes: Please submit "0" for unit price

### Package Items

#### 5.1 Percentage of Discount offered

Quantity: 1 UOM: EA

No Bid

Manufacturer: GMC/Chevrolet OEM Parts

5.2

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days

No Bid

**Response Total: 0**

CITY OF LAREDO  
PURCHASING DIVISION  
27.0  
AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

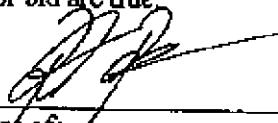
AFFIDAVIT

STATE OF TEXAS      {}  
COUNTY OF WEBB      {}

Being first duly sworn, deposes and says:

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

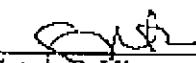
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner,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



Signature of:

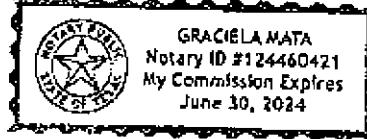
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 21<sup>st</sup> day of March 20 23.

  
Notary Public

My commission expires:

June 30, 2024



**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, 86th 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(1-6) 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 176.008, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

Rotex Truck Center, Inc.

**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.

None

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?

N/A  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?

N/A  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.

None

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

**7**

  
Signature of vendor doing business with the governmental entity

03/21/2023

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CITY OF LAREDO  
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



**City of Laredo  
Discretionary Contracts Disclosure**

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

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

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

Richard	Rosas	
First	M.I.	Last
		Suffix

**\*2. Contract Information**

a) Contract or Project name(s): Bid FY20-007 (Medium/H.D. Truck OEM Parts

b) Originating Department(s): Fleet Department

**\*3. Name of individual(s) or entity(ies) acting as a contractor with the City (or parties to the contract)**

Richard Rosas		Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2022

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

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

PRODUCER		CONTACT NAME	Michelle Parades
Laredo Commercial Insurance Agency Inc 5711 McPherson Rd, Suite 202 Laredo, TX 78041 License #: 19851		PHONE	(856)729-0799
		FAX	(856)712-3998
		E-MAIL	mparades@laredoinc.net
		ADDRESS	
		INSURER(A) AFFORDING COVERAGE	NAIC #
		INSURER A: Colony Insurance Group	
		INSURER B: National Liability & Fire Insurance Company	
		INSURER C: Texas Mutual Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000264-464042 REVISION NUMBER: 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ACORD NUMBER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GP8510019	03/07/2022	03/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (Ex. 0003414546) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 1,000,000 OTHER \$
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> OWNED AUTOS ONLY		73APS104543	02/21/2022	02/21/2023	COMBINED SINGLE LIMIT (Ex. 0003414546) \$ 1,000,000 BODY INJURY (Per person) \$ BODY INJURY (Per accident) \$ PROPERTY DAMAGE (Ex. 0003414546) \$ OTHER \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED RETENTION	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NJ) Fees, describe under DESCRIPTION OF OPERATIONS below	N/A	0001243885	10/18/2021	10/18/2022	X PER STATUTE \$ EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
<input checked="" type="checkbox"/> Garage Liab/Keepers		GP8510019	03/07/2022	03/07/2023	Other than Auto \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy only

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

AUTHORIZED REPRESENTATIVE

(MP1)

CITY OF LAREDO  
PURCHASING DIVISION



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

**MEDIUM/H.D. TRUCK OEM PARTS  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual service contracts from qualified vendors for the purchase of medium/H.D. truck OEM parts for the Fleet Department

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

**Bid: Medium/H.D. Truck OEM Parts – Fleet Department  
FY23-040**

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

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

Hand Delivered:

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

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 31, 2023.

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

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

**WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF MARCH 2023.**

*Jose A. Valdez Jr.*  
For, Jose A. Valdez Jr.  
City Secretary

**CITY OF LAREDO  
PURCHASING DIVISION**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

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

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

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

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

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

**3.0 SUBMISSION OF BIDS**

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.  
(h) The City may waive any minor informalities or irregularities in any bid.

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

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

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

**CITY OF LAREDO PURCHASING AGENT** Miguel A. Pescador

5512 Thomas Ave,  
Laredo, TX 78041  
[mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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

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

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

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

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

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

**8.0 BIDDER DISCOUNTS**

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

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

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**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas Local Government Code. There will be one primary and one secondary vendor for each section of this contract. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 PAYMENT & INVOICING**

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

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PO. Box 210

Laredo, Texas 78042.

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

Jorge J. Jolly,  
Accounts Payable Manager  
956-791-7328  
[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)  
1110 Houston St.  
Laredo, TX 78040.

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

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

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

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

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

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

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

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This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

- (c) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  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.

#### **14.0 CONTRACT REQUIREMENTS**

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

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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respondents or their agents may lead to disqualification of their offer from consideration.

**14.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**14.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

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

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

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

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

Certificate of Interested Parties (Form 1295)

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

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

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

**15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

**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.

**CITY OF LAREDO  
PURCHASING DIVISION**

**Formal Invitation for Bids  
Medium/H.D. Truck OEM Parts  
Fleet Department**

**16.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.jonwave.net/Login.aspx>

**Point of Contact**

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

**Department point of contact:**

Mr. Ronald W. Miller @ (956) 727-6450 or e-mail [rmiller@ci.laredo.tx.us](mailto:rmiller@ci.laredo.tx.us)

**16.1** All questions for this bid shall be submitted through Cit-E-Bid by March 13, 2023 before 2:00 PM.

**17.0 General Requirements**

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

**17.2** Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

**17.3** Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements. There will be one primary vendor and one secondary vendor for each section.

**17.4** When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

**17.5** When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

**17.6** An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

**17.7** All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

**17.8** Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

**CITY OF LAREDO  
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17.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

17.10 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

**18.0 Specifications**

18.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

18.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

18.3 Invoices:

18.3.1 Must be legible and reference a valid purchase order number.

18.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

18.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

18.4 City of Laredo personnel may pickup parts from Contractor's facility.

18.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

18.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

18.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**19.0 Award of Contract**

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and one secondary vendor for each section of this contract. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

**CITY OF LAREDO  
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*"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

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

**19.1 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.

**20.0 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.

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**21.0 Price Adjustment\*\*\*\*\***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [impescador@ci.laredo.tx.us](mailto:impescador@ci.laredo.tx.us)

**22.0 Termination of Contract**

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

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

**23.0 Required Format and Contents of Bid Submission**

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

**Company Information Questionnaire**

**Signed Price Schedule**

**Conflict of Interest Questionnaire**

**Non-Collusive Affidavit**

**Discretionary Contract Disclosure**

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

CITY OF LAREDO  
PURCHASING DIVISION

**24.0 Bidder Information Questionnaire**

**Bidder Information/Business Questionnaire:**

**Please complete all information requested below and submit with your bid package**

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

Name of Offeror (Business) RUSH TRUCK CENTER OF TEXAS - LP DBA RUSH TRUCK CENTER OF

Signature Amir Date 3-29-23  
of person authorized to sign bid

Print Name Amir Wondel  
of person authorized to sign bid

Title: Regional Manager

Business Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo TX 78045

Telephone Number: 956-764-1403 Fax Number: 956-726-4753

Contact Person Email Address: amirczb@rushenterprises.com

Federal Tax ID Number: 74-2786264

Bidders Principal/Corporate Place of Business Address: 10216 Union Pacific Blvd Laredo, TX 78045

Indicated Status of Business:

Corporation  Partnership  Sole Proprietorship  Other: Unincorporated Partnership

If other state business status: Unincorporated Partnership

State how long under its present business name: Since April 2008

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  
RUSH TRUCK CENTER OF TEXAS LP IS WHOLLY OWNED (100%) BY RUSH ENTERPRISES LLC. RUSH ENTERPRISES LLC IS A PUBLICLY TRADED CO. WHOSE STOCK TRADES ON AMERICAN STOCK MARKET UNDER RUSH-A. RUSH-A HAS 97% OWNERSHIP OF RUSH LP. RUSH LP DOES NOT HAVE ANY OTHERS AS OWNERS. RUSH LP IS OWNED BY RUSH ENTERPRISES LLC.

NO OTHERS OWN RUSH LP. RUSH LP IS OWNED BY RUSH ENTERPRISES LLC.

City of Laredo Purchasing Division, 5512 Texas Ave., Laredo, Texas 78041 (956) 791-1733 Fax (956) 791-1815 Email: [email@ci.laredo.tx.us](mailto:email@ci.laredo.tx.us)

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\* Unaudited Financial statements so if statements are requested Rush will provide the requested Financial Info for Rush Enterprises, Inc.

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Is any litigation pending against the Business? Yes  No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:  
Historically Underutilized Business (HUB): Yes  No

Disadvantaged Business Enterprise (DBE): Yes  No

Small Disadvantaged Business Enterprise (SDBC): Yes  No

Other: Please specify \_\_\_\_\_

This company is not a certified minority business:

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**25.0 Price Schedule**

**25.1 Section I: Peterbilt Captive New Parts**

Percent of discount offered	20 %
Product identification (Mfr.)	Peterbilt
Type price schedule (dealer, jobber, etc.)	Big truck cat chassis
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Parts will be delivered within 2 working days after receipt of order.

**25.2 Section II: Freightliner Captive New Parts**

Percent of discount offered	10 %
Product identification (Mfr.)	Freightliner
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Parts will be delivered within 2 working days after receipt of order.

**25.3 Section III: International Captive New Parts**

Percent of discount offered	10 %
Product identification (Mfr.)	International
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Parts will be delivered within 3 working days after receipt of order.

**CITY OF LAREDO  
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25.4 Section IV: MACK Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	Mack / vr/vs
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Parts will be delivered within 2 working days after receipt of order.

25.5 Section V: GMC /Chevrolet Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	GMC
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	Distributor

Parts will be delivered within 2 working days after receipt of order.

Company Name: PUSH Truck Center of Laredo - LD Push Truck center, laredo

Owner/President Name: Wm "Pushy" Push

Company Address: 10216 Wm Pacific Blvd

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: Wm Push

Company Representative's Name: Wm Push

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

CITY OF LAREDO  
PURCHASING DIVISION

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

Johns Wark  
Name

Wark  
Signature

3-29-2023  
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.

Johns Wark, Texas, L.D. on behalf Trade Factor - Laredo

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.

Mr. Mike Hart, Laredo

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  
27.0  
AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

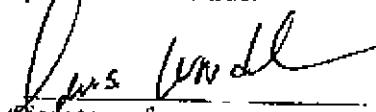
AFFIDAVIT

STATE OF TEXAS      {}  
COUNTY OF WEBB      {}

Being first duly sworn, deposes and says:

That he/she is Business Manager of Bush Truck Center, Inc.  
(a Partner or officer of the firm of, etc.)

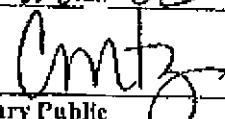
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, 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.



Signature of:

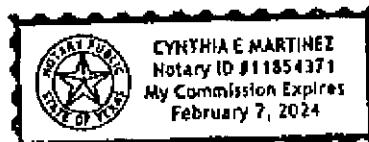
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 28th day of March 23

  
C. Martinez  
Notary Public

My commission expires:

Feb 7, 2024



CITY OF LAREDO  
PURCHASING DIVISION

28.0

Discretionary Contracts Disclosure



**City of Laredo  
Discretionary Contracts Disclosure**

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

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

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

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

First: Leus M.I. W Last: Wood Suffix:

**\*2. Contract Information:**

a) Contract or Project name(s): Medium / Hr Truck Dem part 5 - Fleet Dept

b) Originating Department(s):

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

HUST Truck Carts of Texas, LP DBA Hust Truck Carts-Laredo  
Name (Print)  Signature  Name (Print)  Signature

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

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

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

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

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

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

List of subcontractors: \_\_\_\_\_

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

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

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

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

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

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

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

List of contributors: \_\_\_\_\_

**Updates on Contributions Required**

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

**\*Acknowledgements**

**Updates Required**

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

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

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

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

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

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

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

**\*Oath**

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

Lewis W. Woodell

Name (Print)

Lewis W. Woodell

Signature

Reginal Morgan

Title

Bush Trail Laredo Texas - Bush Trail contract  
Company or DBA

3-29-23

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

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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**

**29.1 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.

**29.2 Filing Process:**

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

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

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

Additional Information:

**HB 1295**

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

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 8 if there are no interested parties.

OFFICE USE ONLY

- 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

6 Check only if there is NO Interested Party.

10

## 9 AFFIDAVIT

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

Signature of authorized agent of contracting buspass entity

ATTIX NOTARY STAND / 8841 10TH AVENUE

Sworn to and subscribed before me, by the said John C. Clegg, this the 10 day of July, 1900, to certify which, I do my hand and seal this 10 day of July, 1900.

Signature of officer administering article

**Related name of official, individual, or group:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADD ADDITIONAL PAGES AS NECESSARY**

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Form provided by Texas Ethics Commission

54 of 54

— 1 —

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**30.0 Vendors Instructions:**

Hand delivered bids 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 March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

**Bid: Medium/H.D. Truck OEM Parts – Fleet Department  
FY23-040**

Bids can be downloaded and submitted through City-Bid: <https://cityoflaredo.jonwave.net/Login.aspx>

or

**Hand Delivered:**

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

**RUSH TRUCK CENTERS OF TEXAS, LP**

**Written Consent of Sole Director  
In Lieu of Special Meeting**

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, dba Rush Truck Center, Laredo, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

**RESOLVED**, that Lewis Woodul, General Manager, is hereby authorized to execute on behalf of the Partnership any documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Partnership.

Dated effective September 11, 2015



W.M. "Rusty" Rush

**BEING THE SOLE DIRECTOR**

Rush Limited Warranty

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

Statutory Declaration Regarding  
Exemption from Filing Form 1295  
for  
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation, and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to the Form 1295 requirements made effective on January 1, 2018, governmental entities in Texas are not required to obtain a Form 1295 from Rush Truck Centers of Texas, LP because a Form 1295 is not required for "a contract with a publicly traded business entity, *including a wholly owned subsidiary of the business entity.* (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

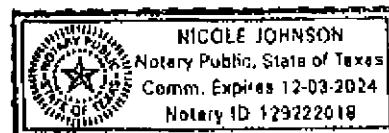
  
Michael S. Lyons  
Assistant Secretary

State of Texas      )  
                        )  
County of Comal    )

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 11th day of January 2023.

  
Notary Public for the State of Texas  
My Commission Expires: 12/31/24



**TEXAS ETHICS COMMISSION**  
**GOVERNMENT CODE**  
**TITLE 10. GENERAL GOVERNMENT**  
**SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT**  
**CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY**  
**SUBCHAPTER Z. MISCELLANEOUS PROVISIONS**

Sec. 2252.900. DISCLOSURE OF INTERESTED PARTIES.

(a) In this section:

(1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

(2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.

(3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

(4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 21.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

(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.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 41.001, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 41.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

(2) a written, sworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is \_\_\_\_\_, my  
date of birth is \_\_\_\_\_, and my address is  
\_\_\_\_\_.

Street: \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

County: \_\_\_\_\_ I declare under penalty of

perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_.

Month: \_\_\_\_\_ Year: \_\_\_\_\_

Declaration, \_\_\_\_\_

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the Commission's Internet website.

Added by Acts 1995, 84th Leg., R.S., Ch. 1024 (H.B. 1044), Sec. 1, eff. September 1, 1995.  
Amended by:

Acts 1997, 85th Leg., R.S., Ch. 126 (S.B. 133), Sec. 1, eff. September 1, 1997.

**Rush Truck Centers of Texas, L.P.**  
**Ownership**

**Summary:**

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

**Rushtex, Inc., General Partner**

555 IH35 South, Suite 500  
New Braunfels, TX 78130

**Officers and Directors:**

W. M. "Rusty" Rush, Sole Director, President and CEO  
Michael Goldstone, VP, Sec'y, Treas.  
Scott Anderson, VP, Finance and Insurance  
Steve Keller, Assistant Secretary  
Michael Lyons, Assistant Secretary

Address for all officers is as set forth above.

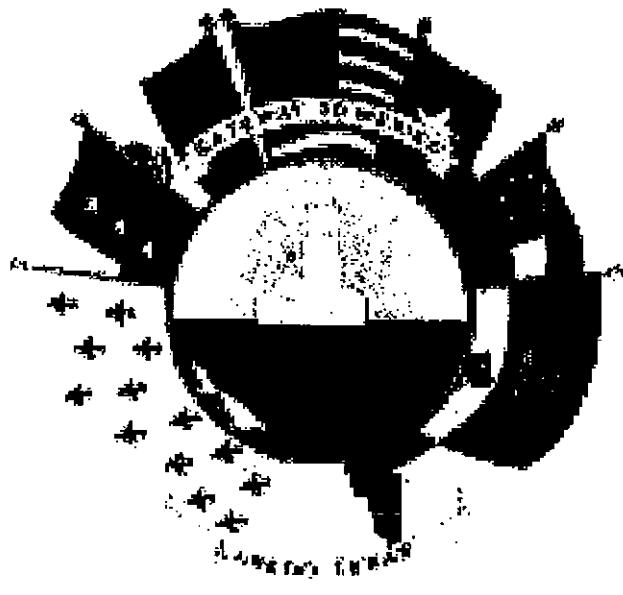
**Rushco, Inc., Limited Partner**

P.O. Box 200105  
San Antonio, TX 78220-0105

Officers and Directors: SAME AS ABOVE

**City of Laredo, TX  
RFB #FY23-040  
Rush Truck Centers of Texas, LP  
Supplemental Response**

1. Regarding the contract and litigation questions on p. 14 of 25, Rush Enterprises, Inc. and its subsidiaries, including Rush Truck Centers of Texas, LP, sell billions of dollars of motor vehicles, motor vehicle parts and services and motor vehicle financial services on an annual basis and employ thousands of employees. As would be expected with a business of this size Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters have had, or are expected to have, a material effect on Rush's financial condition or ongoing operations.
2. Regarding the insurance requirements in the RFB, Rush does not carry XCU and Professional Liability insurance but those coverages aren't applicable to this RFB.



L755

**FY23-040 Medium/H.D. Truck OEM Parts**

**FY23-040 Medium/H.D. Truck OEM Parts**

Issue Date: 3/6/2023

Questions Deadline: 3/13/2023 02:00 PM (CT)

Response Deadline: 3/30/2023 05:00 PM (CT)

City of Laredo Purchasing

**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)

## Event Information

Number: FY23-040 Medium/H.D. Truck OEM Parts  
Title: FY23-040 Medium/H.D. Truck OEM Parts  
Type: Request For Bid  
Issue Date: 3/6/2023  
Question Deadline: 3/13/2023 02:00 PM (CT)  
Response Deadline: 3/30/2023 05:00 PM (CT)

## Ship To Information

Contact: Jose A. Valdez, Jr.  
Address: City Secretary  
City Hall  
3rd floor  
1110 Houston St  
3rd floor  
Laredo, TX 78043  
Phone: (956) 791-7312

## Billing Information

Contact: Jorge Jolly  
Address: Accounts Payable  
City Hall  
2nd  
PO Box 210  
Laredo, TX 78042  
Phone: (956) 791-7326  
Email: jjolly@ci.laredo.tx.us

## Bid Attachments

[Conflict of Interest Questionnaire-Revised 1-1-2021.pdf](#)

[Download](#)

Conflict of Interest Questionnaire (CIQ)

[Non-Collusive Affidavit Form.pdf](#)

[Download](#)

Non-Collusive Affidavit Form

[FY23-040 Form 1295.pdf](#)

[Download](#)

FY23-040 Form 1295

[FY23-040 Medium HD Truck OEM Parts.pdf](#)

[Download](#)

FY23-040 Medium HD Truck OEM Parts

## 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

*Hust Truck Centers of Texas, LP DBA Hust Truck Center, Laredo*

*Lewis Waddell - Regional Manager - 956-769-1900*

(Required: Maximum 1000 characters allowed)

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

24 years

(Required: Maximum 1000 characters allowed)

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

N/A

(Required: Maximum 4000 characters allowed)

**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. M

**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?

Business is not involved in any litigation that it believes is material to its business.

(Required: Maximum 4000 characters allowed)

**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?

M

(Required: Maximum 4000 characters allowed)

8	<p><b>State if the Company is a certified minority business enterprise</b></p> <p><input type="checkbox"/> Historically Underutilized Business (HUB) <input type="checkbox"/> Small Disadvantaged Business Enterprise (SCBC)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Other</p> <p><input checked="" type="checkbox"/> This company is not a certified minority business</p> <p>(Required: Check only one)</p>
9	<p><b>Conflict of Interest Disclosure</b></p> <p>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, 2008. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 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 &amp; Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.</p>
10	<p><b>Conflict of Interest Questionnaire Form CIQ</b></p> <p>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.</p>
11	<p><b>Conflict of Interest Questionnaire</b></p> <p>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?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Required: Check only one)</p>
12	<p><b>Disclosure Form</b></p> <p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
13	<p>This is a</p> <p><input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Correction <input type="checkbox"/> Update to previous submission</p> <p>(Required: Check only one)</p>

1 4	<p><b>Question 1. Name of person submitting this disclosure form</b>          Please include First Name, Middle Initial, Last Name and Suffix (if applicable)</p> <p><i>Lewis Woodard - Regional Manager</i></p> <p>(Required: Maximum 1000 characters allowed)</p>
1 5	<p><b>Question 2. Contract Information</b>          Please include the following: a) Contract or Project Name b) Originating Department</p> <p><i>FY22-D47 - City of Lubbock</i></p> <p>(Required: Maximum 4000 characters allowed)</p>
1 6	<p><b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b></p> <p><i>Bust Truck Centers of Texas, LP DBA Bust Trucks-Lubbock</i></p> <p>(Required: Maximum 4000 characters allowed)</p>
1 7	<p><b>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.</b></p> <p><input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> It applies to my business</p> <p>(Required: Check only one)</p>
1 8	<p><b>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</b></p> <p>If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.</p> <p><i>See Attached</i></p> <p>(Optional: Maximum 4000 characters allowed)</p>
1 9	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p><input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> It applies to my business</p> <p>(Required: Check only one)</p>

2 0	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b>          If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <hr/> <hr/> <hr/> <p>(Optional: Maximum 4000 characters allowed)</p>
2 1	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business          (Required: Check only one)</p>
2 2	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <hr/> <hr/> <hr/> <p>(Optional: Maximum 4000 characters allowed)</p>
2 3	<p><b>Question 7. Disclosure of political contributions</b></p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner 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)</p> <p><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business          (Required: Check only one)</p>
2 4	<p><b>Question 7. Disclosure of political contributions</b></p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <hr/> <hr/> <hr/> <p>(Optional: Maximum 4000 characters allowed)</p>

2 5	<p><b>Updates on contributions required</b></p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
2 6	<p><b>Question 8. Disclosure of Conflict of Interest</b></p> <p>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?</p> <p><input type="checkbox"/> I am aware of conflict of interest <input checked="" type="checkbox"/> I am not aware of any conflict of interest</p> <p>(Required: Check only one)</p>
2 7	<p><b>8. Disclosure of Conflict of Interest</b></p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p>(Optional: Maximum 4000 characters allowed)</p>
2 8	<p><b>Question 9. Updates Required</b></p> <p>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.</p> <p><input type="checkbox"/> I have read and understand this section</p> <p>(Required: Check if applicable)</p>
2 9	<p><b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b></p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p> <p>(Required: Check if applicable)</p>
3 0	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>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.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p> <p>(Required: Check if applicable)</p>

**3 1 Question 11. Oath**

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

Lewis Woodell - Regional Manager  
FUSO Truck Center - (and D) 3/23/2023

(Required: Maximum 4000 characters allowed)

**3 2 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

(Required: Check if applicable)

**3 3 Conflict of Interest Questionnaire**

I have completed this section

(Required: Check if applicable)

**3 4 Non-Collusive Affidavit**

I have completed and included this form

(Required: Check if applicable)

**3 5 Discretionary Contracts Disclosure**

I have completed this section

(Required: Check if applicable)

3	<b>Certificate of Interested Parties (Form 1295)</b>
6	<p>In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <a href="https://www.ethics.state.tx.us/tec/1295-info.htm">https://www.ethics.state.tx.us/tec/1295-info.htm</a>. 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.</p> <p><input checked="" type="checkbox"/> I will comply with this form  <i>(Required: Check if applicable)</i></p>

3	<b>Terms and Conditions for Request for Bids</b>
7	<p><b>TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS</b> Bidders are required to submit bids upon the following expressed conditions:</p> <p>(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.</p> <p>(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.</p> <p>(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.</p> <p><b>1.0 PREPARATION OF BIDS</b> Bids will be prepared in accordance with the following:</p> <p>(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on City-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.</p> <p>(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.</p> <p>(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.</p> <p>(d) Proposed delivery time must be shown and shall include Sundays and holidays.</p> <p>(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.</p> <p>(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of</p>

issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the

City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave, Laredo, Texas 78041.

#### **8.0 BIDDER DISCOUNTS**

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

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

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

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

#### **10.0 AWARD OF CONTRACT**

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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

*"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

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

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

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

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

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

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

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

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

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

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

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

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### **11.0 PAYMENT & INVOICING**

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

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

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

based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (EFT) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@claredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

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

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

**CHAPTER 137: COMPLIANCE AND PROFESSIONALISM**

**SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS**

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

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2998.

I Agree to the Terms and Conditions

*(Required: Check if applicable)*

**3 Insurance Terms and Conditions**

**8 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.

I agree my insurance meets minimum requirements  
(Required: Check if applicable)

**3 Disqualification & Debarment Certification**

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify 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  
(Required: Check if applicable)

**Contract Requirements**

**1.0 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 Clt-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 affidavit 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 Clt-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 Clt-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 Clt-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  
(Required: Check if applicable)

**4 1 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

(Required: Check if applicable)

**4 2 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.

*THIS IS A LOCAL VENDOR PREFERENCE ORDINANCE 2018-O-175 AND THEREFORE REQUESTS THE LOCAL VENDOR PREFERENCE*

(Optional: Maximum 1000 characters allowed)

**4 3 Required Documentation**

\*\*\*\*\*The following documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Product Identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based  
(i.e. distributor, net, wholesale)

Yes

(Required: Check if applicable)

## Bid Lines

**1 Package Header**

Section 1: Peterbilt Captive New Parts

Quantity: 1 UOM: PKG

Total: \$

Manufacturer: Peterbilt Captive New Parts

No bid

Item Notes: Please submit "0" for unit price

Additional notes  
(Attach separate sheet)

Supplier Notes:

### Package Items

#### 1.1 Percentage of Discount offered

(Response required)

Quantity: 1 UOM: EA

Total: 10 %

Manufacturer: Peterbilt OEM Parts

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

#### 1.2

Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: \$

Total: \$ 10

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

### 2 Package Header

#### Section II: Freightliner Captive New Parts

Quantity: 1 UOM: PKG

Total: \$ 10

Manufacturer: Freightliner Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

### Package Items

#### 2.1 Percentage of Discount offered

(Response required)

Quantity: 1 UOM: EA

Total: 10 %

Manufacturer: Freightliner OEM Parts

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

#### 2.2

Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: \$

Total: \$ 10

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

### 3 Package Header

#### Section III: International Captive New Parts

Quantity: 1 UOM: PKG

Total: \$ 10

Manufacturer: International Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

### Package Items

#### 3.1 Percentage of Discount offered (Response required)

Quantity: 1 UOM: EA

Total: 10 %

Manufacturer: International OEM Parts

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

#### 3.2

Parts will be delivered within 3-14 working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

### 4 Package Header

#### Section IV: MACK Captive New Parts

Quantity: 1 UOM: PKG

Total: \$

Manufacturer: MACK Captive New Parts

No bid

Item Notes: Please submit "0" for unit price

Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

### Package Items

#### 4.1 Percentage of Discount offered (Response required)

Quantity: 1 UOM: EA

Total: 10 %

Manufacturer: MACK OEM Parts

Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

#### 4.2

Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_

Additional notes  
(Attach separate sheet)

### 5 Package Header

#### Section V: GMC/Chevrolet Captive New Parts

Quantity: 1 UOM: PKG

Total: \$

Manufacturer: GMC/Chevrolet Captive New Parts

No bid

Item Notes: Please submit "0" for unit price

Additional notes  
(Attach separate sheet)

Supplier Notes: \_\_\_\_\_

(Attach separate sheet)

### Package Items

#### 5.1 Percentage of Discount offered *(Response required)*

Quantity: 1 UOM: EA

Total: 10 %

Manufacturer: GMC/Chevrolet OEM Parts

Additional notes

*(Attach separate sheet)*

Supplier Notes: \_\_\_\_\_

#### 5.2 Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: \$

Total: \$ - 10

Supplier Notes: \_\_\_\_\_

Additional notes

*(Attach separate sheet)*

### Supplier Information

Company Name:

**Contact Name:**

Address:

Phone:

Fax:

Email:

## Supplier Notes

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

Print Name

Signature

CITY OF LAREDO  
PURCHASING DIVISION



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

**MEDIUM/H.D. TRUCK OEM PARTS  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual service contracts from qualified vendors for the purchase of medium/H.D. truck OEM parts for the Fleet Department

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

**Bid: Medium/H.D. Truck OEM Parts - Fleet Department  
FY23-040**

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

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**City of Laredo  
Purchasing Division**

## Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.lonways.net/Login.aspx> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 31, 2023.

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

**Bid: Medium/H.D. Truck OEM Parts – Fleet Department**  
KV23-040

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF MARCH 2023.

For, Jose A. Valdez Jr.  
City Secretary

**CITY OF LAREDO  
PURCHASING DIVISION**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

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

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

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

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

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

**3.0 SUBMISSION OF BIDS**

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.  
(h) The City may waive any minor informalities or irregularities in any bid.

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

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

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

**CITY OF LAREDO PURCHASING AGENT** Miguel A. Pescador  
5512 Thomas Ave,  
Laredo, TX 78041  
[mpescador@cl.laredo.tx.us](mailto:mpescador@cl.laredo.tx.us)

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

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

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

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

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

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

**8.0 BIDDER DISCOUNTS**

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**9.0 INTENT OF CONTRACT**

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

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for each section of this contract.  
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:  
*"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 PAYMENT & INVOICING**

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

**CITY OF LAREDO  
PURCHASING DIVISION**

PO. Box 210

Laredo, Texas 78042.

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

Jorge J. Jolly,  
Accounts Payable Manager  
956-791-7328  
[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)  
1110 Houston St.  
Laredo, TX 78040.

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

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

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

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate.

**CITY OF LAREDO  
PURCHASING DIVISION**

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 verified 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.

#### **14.0 CONTRACT REQUIREMENTS**

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

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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respondents or their agents may lead to disqualification of their offer from consideration.

**14.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**14.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

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

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

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

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

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

Certificate of Interested Parties (Form 1295)

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

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

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

**15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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PURCHASING DIVISION**

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

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**Formal Invitation for Bids  
Medium/H.D. Truck OEM Parts  
Fleet Department**

**16.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-B-Bid: <https://cityoflaredo.lonwave.net/Login.aspx>

**Point of Contact**

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

**Department point of contact:**

Mr. Ronald W. Miller @ (956) 727-6450 or e-mail [rmiller@ci.laredo.tx.us](mailto:rmiller@ci.laredo.tx.us)

**16.1 All questions for this bid shall be submitted through Cit-B-Bid by March 13, 2023 before 2:00 PM.**

**17.0 General Requirements**

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

**17.2** **Pick up & delivery:** Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

**17.3** Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements. There will be one primary vendor and one secondary vendor for each section.

**17.4** When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

**17.5** When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

**17.6** An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

**17.7** All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

**17.8** Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

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17.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

17.10 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

18.0 **Specifications**

18.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

18.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

18.3 **Invoices:**

18.3.1 Must be legible and reference a valid purchase order number.

18.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

18.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

18.4 City of Laredo personnel may pickup parts from Contractor's facility.

18.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

18.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

18.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

19.0 **Award of Contract**  
This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and one secondary vendor for each section of this contract. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

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PURCHASING DIVISION**

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*"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

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

**19.1 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 1293) 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.

**20.0 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 therefor. 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 therefor. 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.

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

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**21.0 Price Adjustment\*\*\*\*\***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

**22.0 Termination of Contract**

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

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

**23.0 Required Format and Contents of Bid Submission**

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

**Company Information Questionnaire**

**Signed Price Schedule**

**Conflict of Interest Questionnaire**

**Non-Collusive Affidavit**

**Discretionary Contract Disclosure**

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

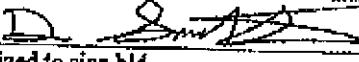
CITY OF LAREDO  
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) Doggett Freightliner of South Texas

Signature  Date 03/30/2023  
of person authorized to sign bid

Print Name Dustin Smith  
of person authorized to sign bid

Title: Controller

Business Address: 12002 FM 1472

City, State, Zip Code: Laredo, TX 78041

Telephone Number: 956-718-3402 Fax Number: \_\_\_\_\_

Contact Person Email Address: dustin.smith@doggett.com

Federal Tax ID Number: 46-3732669

Bidders Principal/Corporate Place of Business Address: 9111 North Fwy, Houston, TX 77037

Indicated Status of Business:

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

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

State how long under its present business name: 10 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

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

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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

Dissadvantaged Business Enterprise (DBE): Yes  No

Small Disadvantaged Business Enterprise (SDBC) Yes  No

Other: Please specify \_\_\_\_\_

This company is not a certified minority business:

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

CITY OF LAREDO  
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**25.0 Price Schedule**

**25.1 Section I: Peterbilt Captive New Parts**

Percent of discount offered	<u>10</u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Parts will be delivered within 3-5 working days after receipt of order.

**25.2 Section II: Freightliner Captive New Parts**

Percent of discount offered	<u>25</u> %
Product identification (Mfr.)	<u>DTNA</u>
Type price schedule (dealer, jobber, etc.)	<u>dealer</u>
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Parts will be delivered within 3-5 working days after receipt of order.

**25.3 Section III: International Captive New Parts**

Percent of discount offered	<u>10</u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Parts will be delivered within 3-5 working days after receipt of order.

CITY OF LAREDO  
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25.4 Section IV: MACK Captive New Parts

Percent of discount offered	10 %
Product Identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, not, wholesale)	

Parts will be delivered within 3-5 working days after receipt of order.

25.5 Section V: GMC /Chevrolet Captive New Parts

Percent of discount offered	10 %
Product Identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, not, wholesale)	

Parts will be delivered within 3-5 working days after receipt of order.

Company Name: Doggett Freightliner of South Texas

Owner/President Name: Leslie Doggett

Company Address: 12002 FM 1472

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Guillermo Medrano

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

CITY OF LAREDO  
PURCHASING DIVISION

**26.0 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/whatnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatnew/conflict_forms.htm).

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

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

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

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HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 178.006,  
LOCAL GOVERNMENT CODE EXISTS.

Dustin Smith

Name

Signature

J/T/2027  
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 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

N/A

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.

N/A

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 178.001(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.

N/A

Signature of person doing business with the governmental entity

J/T/2023  
Date

CITY OF LAREDO  
PURCHASING DIVISION  
27.0  
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 Controller  
(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 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 restrain 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 affidavit or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

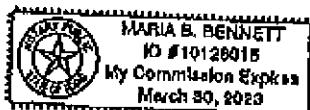
  
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20<sup>th</sup> day of March, 2003.

Maria Bennett  
Notary Public

My commission expires:

March 30, 2003



CITY OF LAREDO  
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



**City of Laredo  
Discretionary Contracts Disclosure**

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

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

DISCRETIONARY CONTRACTS DISCLOSURE FORM  
First: D. v. S. M.I. K. Last: Saitl Suffix:

a) Contract or Project name(s): Medium Duty / H.D. Truck OEM Parts  
b) Originating Department(s): Fleet Department

Doggatt Freightliner  
Name (Print)  Signature  Name (Print)  Signature   
Name (Print)  Signature  Name (Print)  Signature   
Name (Print)  Signature  Name (Print)  Signature   
Name (Print)  Signature  Name (Print)  Signature

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**\*6. 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 individuals or entities that will be subcontractors on this contract.**

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

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

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

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

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

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

List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

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

**\*8. Disclosure of conflict of Interest**

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

CITY OF LAREDO  
PURCHASING DIVISION

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

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

**\*Acknowledgements**

**Updates Required**

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

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

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

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

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

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

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

**\*Oath**

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

Dustin Smith  
Name (Print)

D.S.  
Signature

Controller  
Title

Doggett Freightliner & Subs Texas  
Company or DBA

7/10/2023  
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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**29.0 Certificate of Interested Parties (Form 1295)**

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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**

**29.1 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.

**29.2 Filing Process:**

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

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

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

**Additional Information:**

**HB 1295**

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

**New Chapter 46, Ethics Commission Rules:**

**46.1. Application**

**46.3. Definitions**

**46.5. Disclosure of Interested Parties Form**



**CITY OF LAREDO  
PURCHASING DIVISION**

**30.0 Vendors Instructions:**

Hand delivered bids 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 March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

**Bid: Medium/H.D. Truck OEM Parts – Fleet Department  
FY23-040**

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

or

**Hand Delivered:**

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

**CITY OF LAREDO  
VENDOR APPLICATION FORM**



1903

**Vendor Information**

**VENDOR NAME: (AS IDENTIFIED BY INTERNAL REVENUE SERVICE)**

Doggett Freightliner of South Texas, LLC

**ADDRESS TO WHICH BIDDING FORMS AND PURCHASE ORDERS ARE TO BE MAILED:**

12002 FM 1472 Laredo, TX 78045

CITY STATE ZIP CODE

**PAYMENT ADDRESS INFORMATION:**

PO Box 670688 Houston, TX 77267

CITY STATE ZIP CODE

**PHONE:** (956)723-7473 **FAX:**

**E-MAIL ADDRESS:** dtgaccounts.payable@doggett.com

**Owner Information (Select Appropriate Type)**

SOLE PROPRIETORSHIP  LIMITED PARTNERSHIP  PARTNERSHIP

CORPORATION  PROFESSIONAL ASSOCIATION

**OWNER'S NAME:**

Leslie Doggett

TEXAS CHARTER NUMBER:

**SOCIAL SECURITY NUMBER: (If Other than Corporation/Partnership)**

**FEDERAL EMPLOYER'S IDENTIFICATION N**

46-3732669

**LIST OF COMPANY PERMITS, LICENSES, AND CERTIFICATIONS:**

**Insurance Information (List Coverage Amount in Dollars)**

WORKER'S COMPENSATION	PUBLIC LIABILITY	OTHER
PROPERTY DAMAGE	PRODUCT LIABILITY	

**INSURANCE COMPANY INFORMATION:**

See attached

**Company Classification Information**

**SELECT CATERGORY WHICH APPLIES BELOW:**

<input checked="" type="checkbox"/> MANUFACTURER	<input checked="" type="checkbox"/> RETAILER	<input type="checkbox"/> DISTRIBUTOR	<input type="checkbox"/> FINANCIAL INSTITUTION
<input checked="" type="checkbox"/> WHOLESALER	<input checked="" type="checkbox"/> MTG'S AGENT	<input type="checkbox"/> SERVICE ESTABLISHMENT	<input type="checkbox"/> GOVERNMENTAL ENTITY
<input checked="" type="checkbox"/> SMALL BUSINESS	<input checked="" type="checkbox"/> HISTORICALLY UNDERUTILIZED BUSINESS (H.U.B. CERTIFICATION)		
<input checked="" type="checkbox"/> STATE OF TEXAS CERTIFICATE NUMBER:			<b>EXPIRATION DATE:</b>

**Open Market & Service Bid Invitations (Please List)**

INDICATE THE BID INVITATIONS ON WHICH YOU WOULD LIKE TO BID. IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH A SEPARATE SHEET.  
APPLICABLE COMMODITY CODE NUMBERS ASSOCIATED WITH THE SUPPLY & PRODUCT LISTING.

**I CERTIFY THAT THE ABOVE INFORMATION AND PRECEDING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND AGREE TO FAITHFULLY ABIDE BY THE PURCHASING LAWS AND RULES OF THE STATE OF TEXAS NOW IN EFFECT AND ANY SUBSEQUENT REVISIONS THEREOF.**

**NAME OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:**

Dustin Smith

**TITLE:**

Controller

**SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:**

**DATE:**

03/28/2023

**SEND OR RETURN COMPLETED FOR TO:**

CITY OF LAREDO - PURCHASING DIVISION  
5522 THOMAS AVE.  
LAREDO, TEXAS, 78041-0679  
PHONE: (956) 794-1730  
FAX: (956) 790-1805

**OR E-MAIL TO RESPECTIVE PURCHASING REPRESENTATIVE:**  
Miguel A. Pescador, Purchasing Agent: [mpescador@cl.laredo.tx.us](mailto:mpescador@cl.laredo.tx.us)  
Enrique Aldape: [eadape@cl.laredo.tx.us](mailto:eadape@cl.laredo.tx.us)  
Brenda Martinez: [bmartinez2@cl.laredo.tx.us](mailto:bmartinez2@cl.laredo.tx.us)  
Margarita Botquez: [mbotquez@cl.laredo.tx.us](mailto:mbotquez@cl.laredo.tx.us)  
Tania Herrera: [therrera1@cl.laredo.tx.us](mailto:therrera1@cl.laredo.tx.us)  
Frank Miranda: [fmiranda@cl.laredo.tx.us](mailto:fmiranda@cl.laredo.tx.us)  
Kendra Rodriguez: [krodriguez@cl.laredo.tx.us](mailto:krodriguez@cl.laredo.tx.us)



**CITY OF LAREDO**  
**VENDOR PAYMENT REMIT TO INFORMATION**  
**REQUEST FORM**



1893

**Vendor Information**

**VENDOR NAME: (AS IDENTIFIED BY THE INTERNAL REVENUE SERVICE)**

Doggett Freightliner of South Texas, LLC

**PAYMENT ADDRESS INFORMATION**

CITY

STATE

ZIP CODE

PO Box 670688 Houston, TX 77267

PHONE: (346)378-9698	FAX:	E-MAIL ADDRESS: dtgaccounts.payable@doggett.com
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SELECT APPROPRIATE TITLE					
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input checked="" type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PROFESSIONAL ASSOCIATION	
SOCIAL SECURITY NUMBER: (IF OTHER THAN CORPORATION/PARTNERSHIP)			FEDERAL EMPLOYER'S IDENTIFICATION #		
			46-3732669		

I CERTIFY THAT THE ABOVE INFORMATION AND FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND AGREE TO FAITHFULLY ABIDE BY THE PURCHASING LAWS AND RULES OF THE STATE OF TEXAS NOW IN EFFECT AND ANY SUBSEQUENT REVISIONS THEREOF.

**NAME OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:**

Dustin Smith

**TITLE:**

Controller

**SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:**

**DATE:**

03/28/2023

**SEND OR RETURN COMPLETED FOR TO:**  
CITY OF LAREDO - PURCHASING DIVISION  
5512 THOMAS AVE.  
LAREDO, TEXAS, 78041-0679  
PHONE: (956) 794-1730  
FAX: (956) 790-1605

**OR E-MAIL TO RESPECTIVE PURCHASING REPRESENTATIVE:**  
Miguel A. Pescador, Purchasing Agent: [mpescador@cl.laredo.tx.us](mailto:mpescador@cl.laredo.tx.us)  
Enrique Aldape: [eadape@cl.laredo.tx.us](mailto:eadape@cl.laredo.tx.us)  
Brenda Martinez: [bmartinez2@cl.laredo.tx.us](mailto:bmartinez2@cl.laredo.tx.us)  
Margarita Bosquez: [mbosquez@cl.laredo.tx.us](mailto:mbosquez@cl.laredo.tx.us)  
Tania Herrera: [therrera1@cl.laredo.tx.us](mailto:therrera1@cl.laredo.tx.us)  
Frank Miranda: [fmiranda@cl.laredo.tx.us](mailto:fmiranda@cl.laredo.tx.us)  
Kendra Rodriguez: [krodriguez1@cl.laredo.tx.us](mailto:krodriguez1@cl.laredo.tx.us)

# W-9

Form  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

<p>1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>Doggett Freightliner of South Texas, LLC</b></p> <p>2. Business name/disregarded entity name, if different from above.</p> <p>3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b></p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► <b>Remit to:</b></p>		<p>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p>Hyperlink accounts maintained outside the U.S. _____</p>
<p>5. Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>9111 North Freeway</b></p> <p>6. City, state, and ZIP code</p> <p><b>Houston, TX 77037</b></p>		<p>Requester's name and address (optional)</p>
<p>7. List account number(s) here (optional).</p>		

### Part I Taxpayer Identification Number (TIN)

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

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

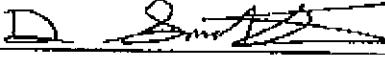
Social security number									
<input type="text"/>	<input type="text"/>	- <input type="text"/>	- <input type="text"/>	<input type="text"/>	<input type="text"/>				
OR									
Employer identification number									
4	6	-	3	7	3	2	6	6	9

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ► 

Date ► **01/09/2023**

### General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). To report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**Corporate Office Houston**

P.O. Box 670688  
Houston, TX 77267  
(281) 249-4588  
[dtgaccounts.payable@doggett.com](mailto:dtgaccounts.payable@doggett.com)

**BANK REFERENCE**

Wells Fargo Bank, N.A.  
420 Montgomery St, San Francisco, CA 94104  
TEL: (281) 362-6646  
FAX: (281) 362-6611  
CONTACT: Liz Keller  
ACCOUNT NO: 4941655003

**FEDERAL TAX ID: 46-3732669**

**DUNS # 079255743**

**VENDOR REFERENCES**

**1. TEXAS AUTO CARRIERS**

5765 Bicentennial, San Antonio, TX 78219  
TEL: (210) 666-3333 FAX: (210) 666-3058  
[jana.morris@texasautocarriers.com](mailto:jana.morris@texasautocarriers.com)  
Account No. DO2020

**2. HOLT COMPANY OF TEXAS**

5665 SE Loop 410, San Antonio, TX 78222  
TEL: (210) 648-1111  
[veronica.brokaw@holtcat.com](mailto:veronica.brokaw@holtcat.com)  
Account No. 0448970

**3. TOYOTA LIFT OF SOUTH TEXAS & EL PASO**

7110 North Freeway, Houston, TX 77076  
TEL: (713) 675-7000  
[angela.white@doggett.com](mailto:angela.white@doggett.com)

**4. Larry's Driveshaft Service**

5725 S 29th St, Fort Smith, AR 72908  
Tel: (479) 646-4924  
[lds001@sbcglobal.net](mailto:lds001@sbcglobal.net)

**5. CHAMPION LABORATORIES**

P.O. Box 50757, St. Louis, MO 63150  
TEL: (618) 445-6011 FAX: (601) 445-5215  
[zoey.semidey@firstbrandsgroup.com](mailto:zoey.semidey@firstbrandsgroup.com)

**Doggett Freightliner of South Texas, LLC**

San Antonio  
8700 IH 10 E #1  
Converse, TX 78109  
(888) 354-6378

Laredo  
#2002 FM 1472  
Laredo, TX 78015  
(888) 721-7173

Pharr  
3103 N. Cage Blvd  
Pharr, TX 78577  
(888) 402-1400

El Paso  
1367 N. Horizon Blvd  
El Paso, TX 79928  
(800) 778-7817

## Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit <b>DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC</b>	Phone (Area code and number) <b>346-378-9705</b>
Address (Street & number, P.O. Box or Route number) <b>9111 NORTH FREEWAY</b>	
City, State, ZIP code <b>HOUSTON, TX 77037</b>	
Texas Sales and Use Tax Permit Number (must contain 11 digits) <b>1 4 6 3 7 3 2 6 6 9 6</b>	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico  <i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

**PARTS OR MISCELLANEOUS ITEMS FOR RESALE**

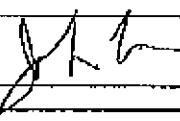
Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

**TRUCK SALES, PART SALES, SERVICES REPAIRS**

The taxable items described above or on the attached order or invoice will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know at the time of purchase are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Sign here 	Purchaser _____	Title _____	Date _____
		<b>ACCOUNTING MANAGER</b>	<b>1/1/2023</b>

This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.

## Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency <b>DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC</b>	
Address (Street & number, P.O. Box or Route number) <b>9111 NORTH FREEWAY</b>	Phone (Area code and number) <b>346-378-9705</b>
City, State, ZIP code <b>HOUSTON, TX 77037</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

### PARTS OR MISCELLANEOUS ITEMS FOR RESALE

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Purchaser claims this exemption for the following reason:

### PURCHASE FOR RESALE

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I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser <b>sign here</b> 	Title <b>ACCOUNTING MANAGER</b>	Date <b>1/1/2023</b>
---	------------------------------------	-------------------------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2022

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

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

<b>PRODUCER</b> Marsh USA Inc. 2929 Aben Parkway, Suite 2500 Houston, TX 77019	<b>CONTACT</b> NAME: _____ PHONE: _____ FAX: _____ IAC: No.: _____ E-MAIL: _____ ADDRESS: _____	
	<b>INSURER(S) AFFORING COVERAGE</b> INSURER A: Amerisure Partners Insurance Company INSURER B: Federated Mutual Insurance Company INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	<b>NAIC #</b> _____
<b>CHI21715044-Sd-22-23</b> <b>INSURED</b> Doggett Freightliner of South Texas, LLC 12002 FM 1472 Laredo, TX 78045		

**COVERAGEs** **CERTIFICATE NUMBER:** HOU-003779623-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER INFO/WORD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (per occurrence) \$  MED EXP (Any one person) \$  PERSONAL & ADV INJURY \$  GENERAL AGGREGATE \$  PRODUCTS - COMP/OP ADG \$  OTHER \$  GENL AGGREGATE LIMIT APPLIES PER: POLCY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC OTHER
B	AUTOMOBILE LIABILITY  X ANY AUTO OWNER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS IFRED AUTOS ONLY <input type="checkbox"/> NONOWNED AUTOS ONLY		6130851	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ex. #200000) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  \$ 500,000
B	UMBRELLA/LIAB <input type="checkbox"/> OCCUR EXCESS/LIAB <input type="checkbox"/> CLAIMS-MADE		6130852	05/01/2022	05/01/2023	EACH OCCURRENCE AGGREGATE  \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A  Y/N as describe under DESCRIPTION OF OPERATIONS below		WC2100236	05/01/2022	05/01/2023	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
B	Garage/General Liability		6130851	05/01/2022	05/01/2023	Each Accident \$ 500,000 Aggregate \$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD-101, Additional Remarks Schedule, may be attached if more space is required) RE Laredo, TX						

### CERTIFICATE HOLDER

To Whom It May Concern C/O Doggett Freightliner of South Texas 12111 North Freeway Houston, TX 77037
---

### CANCELLATION

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

Marsh USA Inc.

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## ADDITIONAL REMARKS SCHEDULE

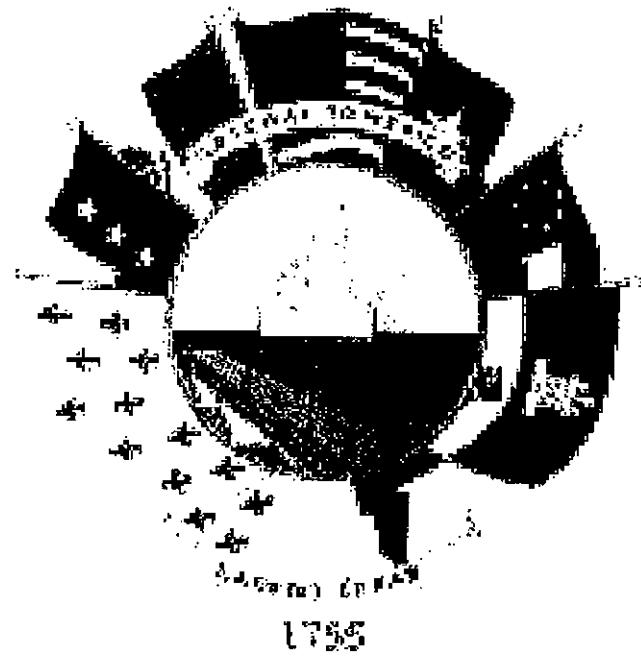
Page 2 of 2

AGENCY	Marsh USA Inc		NAME INSURED
POLICY NUMBER			Doggett Freightliner of South Texas LLC 12002 FM 1472 Laredo, TX 78045
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Garagekeepers Liability  
 Policy #130451  
 Effective Date: 5/1/2022  
 Expiration Date: 5/1/2023  
 Comp-Collision \$5,250,000



1755

## **FY23-040 Medium/H.D. Truck OEM Parts**

### **Andy's Auto Air & Supplies, Inc**

### **Supplier Response**

#### **Event Information**

Number: FY23-040 Medium/H.D. Truck OEM Parts  
Title: FY23-040 Medium/H.D. Truck OEM Parts  
Type: Request For Bid  
Issue Date: 3/6/2023  
Deadline: 3/30/2023 05:00 PM (CT)

#### **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)

## Andy's Auto Air & Supplies, Inc Information

Contact: Robert Rosas  
Address: 11901 Sara Road  
Laredo, TX 78045  
Phone: (956) 722-7321  
Email: robert@andys-air.com  
Web Address: <http://andysautoair.com/>

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

Roberto Rosas \_\_\_\_\_  
Signature \_\_\_\_\_  
Submitted at 3/24/2023 05:09:53 PM (CT) \_\_\_\_\_  
robert@andys-air.com \_\_\_\_\_  
Email \_\_\_\_\_

### Supplier Note

A/C PARTS 20% DISCOUNT

### Response Attachments

**Affidavit.pdf**

Affidavit

**Form 1295.pdf**

Form 1295

**Form CIQ.pdf**

Form CIQ

**Hub Certificate- Andys.pdf**

HUB

**DBE Certificate.pdf**

DBE Certificate

**SCTRCA CERTIFICATE TO 4-30-2024.pdf**

SCTRCA Certificate

**Insurance Certificate- Andy's.pdf**

Insurance Certificate

**Discretionary Contracts Disclosure.pdf**

Discretionary Contracts Disclosure

### 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".

<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Andy's Auto Air & Supplies, Inc. // 956-722-7321 // Roberto Rosas
<b>3</b>	<b>State how long under has the business been in its present business name</b> 43 years
<b>4</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> Andy's Auto & Bus Air, Inc.
<b>5</b>	<b>State if the Company is a certified minority business enterprise</b> 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.
<b>6</b>	<b>Questions Part 1</b> 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? N/A
<b>7</b>	<b>Questions Part 2</b> 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
<b>8</b>	<b>State if the Company is a certified minority business enterprise</b> Historically Underutilized Business (HUB)
<b>9</b>	<b>Conflict of Interest Disclosure</b> 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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission 5. Members of the Planning and Zoning Commission 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member 9. Historic District Land Board Member 10. Ethics Commission Board Member 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1 0	<b>Conflict of Interest Questionnaire Form CIQ</b> 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	<b>Conflict of Interest Questionnaire</b> 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? <input type="checkbox"/> Yes
1 2	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 3	This is a <input type="checkbox"/> New Submission
1 4	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text"/> Roberto Rosas
1 5	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <input type="text"/> FY23-040 Medium/H.D. Truck OEM Parts - Fleet Department
1 6	<b>Question 3. Name of Individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <input type="text"/> Andy's Auto Air & Supplies, Inc.
1 7	<b>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.</b> <input type="checkbox"/> Not Applicable
1 8	<b>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</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text"/> N/A
1 9	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <input type="checkbox"/> Not Applicable

<b>2 0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> 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
<b>2 1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> Not Applicable
<b>2 2</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> 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
<b>2 3</b>	<b>Question 7. Disclosure of political contributions</b> 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
<b>2 4</b>	<b>Question 7. Disclosure of political contributions</b> 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
<b>2 5</b>	<b>Updates on contributions required</b> 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.
<b>2 6</b>	<b>Question 8. Disclosure of Conflict of Interest</b> 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
<b>2 7</b>	<b>8. Disclosure of Conflict of Interest</b> If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A

**2  
8 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 (I have read and understand this section)

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

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

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

**3  
0 Question 11. Conflict of Interest Questionnaire (CIQ)**

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

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

**3  
1 Question 11. Oath**

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

Roberto Rosas / General Manager / Andy's Auto and Air Supplies, Inc.

**3  
2 Question 12. Oath**

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

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

**3  
3 Conflict of Interest Questionnaire**

I have completed this section (I have completed this section)

**3  
4 Non-Collusive Affidavit**

I have completed and included this form (I have completed and included this form)

**3  
5 Discretionary Contracts Disclosure**

I have completed this section (I have completed this section)

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

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: 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 (I will comply with this form)

**3  
7 Terms and Conditions for Request for Bids**

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

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

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

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

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

**3.0 SUBMISSION OF BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, 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 explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

Thomas Ave. Laredo, Texas 78041.

#### 8.0 BIDDER DISCOUNTS

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

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

#### 9.0 INTENT OF CONTRACT

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

#### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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

*"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

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

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

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

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

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

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

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

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

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

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

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

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### 11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the

Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

**3 Insurance Terms and Conditions**

**8 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.

I agree my insurance meets minimum requirements (I agree my insurance meets minimum requirements)

**3 Disqualification & Debarment Certification**

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

**4** **0** **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 affidavit 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, 2008, 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 (I have read and understand this section)

4 1	<p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b></p> <p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b></p> <p>Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
4 2	<p><b>Ordinance 2018-O-175</b></p> <p>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.</p> <p><b>No response</b></p>
4 3	<p><b>Required Documentation</b></p> <p>*****The following documentation shall be uploaded onto Cit-E-Bid*****</p> <p>Product identification (Mfr.)</p> <p>Type price schedule (dealer, jobber, etc.)</p> <p>Price Schedule Number</p> <p>Date of price schedule</p> <p>Price schedule column on which discount is based (i.e. distributor, net, wholesale)</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>

## Bid Lines

1	<b>Package Header</b>				
Section I: Peterbilt Captive New Parts					
Quantity:	1	UOM:	PKG	Total:	No response
Manufacturer:	Peterbilt Captive New Parts				
Item Notes:	Please submit "0" for unit price				
Supplier Notes:	A/C Parts 20% off list price				
<b>Package Items</b>					
1.1 Percentage of Discount offered					
Quantity:	1	UOM:	EA	Total:	20%
Manufacturer:	Peterbilt OEM Parts				
Supplier Notes:	A/C Parts				

1.2

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: No response

Total: No response

Supplier Notes: 2-3 working days

## 2 Package Header

### Section II: Freightliner Captive New Parts

Quantity: 1 UOM: PKG

Total: No response

Manufacturer: Freightliner Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: A/C Parts 20% off list price

### Package Items

#### 2.1 Percentage of Discount offered

Quantity: 1 UOM: EA

Total: 20%

Manufacturer: Freightliner OEM Parts

Supplier Notes: A/C Parts

2.2

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: No response

Total: No response

Supplier Notes: 2-3 working days

## 3 Package Header

### Section III: International Captive New Parts

Quantity: 1 UOM: PKG

Total: No response

Manufacturer: International Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: A/C Parts 20% off list price

### Package Items

#### 3.1 Percentage of Discount offered

Quantity: 1 UOM: EA

Total: 20%

Manufacturer: International OEM Parts

Supplier Notes: A/C Parts

3.2

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days

Price: No response

Total: No response

Supplier Notes: 2-3 working days

## 4 Package Header

### Section IV: MACK Captive New Parts

Quantity: 1 UOM: PKG Total:  **No response**  
Manufacturer: MACK Captive New Parts  
Item Notes: Please submit "0" for unit price  
Supplier Notes: A/C Parts 20% off list price

#### **Package Items**

##### **4.1 Percentage of Discount offered**

Quantity: 1 UOM: EA Total:  **20%**  
Manufacturer: MACK OEM Parts  
Supplier Notes: A/C Parts

##### **4.2**

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days Price:  **No response** Total:  **No response**  
Supplier Notes: 2-3 working days

#### **5 Package Header**

##### **Section V: GMC/Chevrolet Captive New Parts**

Quantity: 1 UOM: PKG Total:  **No response**  
Manufacturer: GMC/Chevrolet Captive New Parts  
Item Notes: Please submit "0" for unit price  
Supplier Notes: A/C Parts 20% off list price

#### **Package Items**

##### **5.1 Percentage of Discount offered**

Quantity: 1 UOM: EA Total:  **20%**  
Manufacturer: GMC/Chevrolet OEM Parts  
Supplier Notes: A/C Parts

##### **5.2**

Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Working Days Price:  **No response** Total:  **No response**  
Supplier Notes: 2-3 working days

**Response Total: 0**

**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(e-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

Andy's Auto & Air Supplies, Inc.

**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.

None

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?

N/A  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?

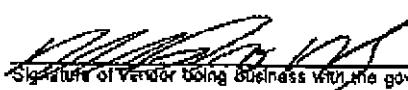
N/A  Yes  No

**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.

None

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

**7**



Signature of Vendor doing business with the governmental entity

03/21/2023

Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/MO Number: 1742062753500  
Approval Date: March 11, 2022  
Scheduled Expiration Date: March 11, 2026

Texas Comptroller of Public Accounts (CPA), hereby certifies that

### Andy's Auto Air & Supplies, Inc. DBA Andy's Auto & Bus Air, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed March 11, 2022, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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Statewide HUB Program  
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/MO Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://myps.state.tx.us/procurement/index.jsp>) or by contacting the HUB Program at 512-463-5872 or (toll-free in Texas at 1-866-903-5581).

**South Central Texas Regional Certification Agency of  
Bexar County, Texas hereby duly affirms that:**

**Andy's Auto Air & Supplies, Inc. DBA Andy's Auto &  
Bus Air, Inc.**

has successfully met the established requirements of SCTRCAs Business Enterprise Certification Program to be  
certified as a

**\*HABE MBE SBE**

**Certified NAICS Codes**

NAICS 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS  
NAICS 811190: ALL OTHER AUTOMOTIVE REPAIR AND MAINTENANCE

Certification Number: 222040217  
Effective Date: April 4, 2022  
Expiration Date: April 30, 2024



Charles Johnson  
Executive Director  
  
Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCAs Business Enterprise Program. A Certification Renewal Application is required every two years.

Charles Johnson  
Executive Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

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

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

PRODUCER	Laredo Commercial Insurance Agency Inc 5711 McPherson Rd, Suite 202 Laredo, TX 78041 License #: 19851	CONTACT NAME:	Michelle Paredes
		PHONE: FAX No. (Ex.):	(956)729-0799 FAX No.: (956)712-3996
		E-MAIL ADDRESS:	mparedes@laredoins.net
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER: Trumbull Insurance Company	27120
		INSURER: Mercury County Mutual Insurance Company	28384
		INSURER: Hartford Casualty Insurance Company	29424
		INSURER: Texas Mutual Insurance Company	22945
		INSURER: Alegriety Specialty Insurance	36951
		INSURER:	

COVERAGES	CERTIFICATE NUMBER:	00000020-845119	REVISION NUMBER:	13
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD X/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Garage Ops  <input checked="" type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		30 UEN OK9794	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex-occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROJ AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA420000015837	04/12/2022	04/12/2023	COMBINED SINGLE LIMIT (Ex-accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		30 HHU OK9795	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	N/A	0001243923	10/18/2022	10/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- EN E &L EACH ACCIDENT \$ 1,000,000 E &L DISEASE - EA EMPLOYEE \$ 1,000,000 E &L DISEASE - POLICY LIMIT \$ 1,000,000
E	Commercial Property		01-C-PK-P20052329-0	04/12/2022	04/12/2023	Bldg-BPP-BI See below

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

#### Garage locations:

- (1) 11901 Sara Rd., Laredo, TX
- (2) 13403 Western Oak, Helotes, TX
- (3) 1502 Santa Ursula, Laredo, TX
- (4) 5410-5420 N. Birch St., Pharr, TX

(continued on ACORD 101 Additional Remarks Schedule)

#### CERTIFICATE HOLDER

#### CANCELLATION

Insured's Copy only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: 00000020

LOC #: \_\_\_\_\_

## ADDITIONAL REMARKS SCHEDULE

Page 2 of \_\_\_\_\_

AGENCY Laredo Commercial Insurance Agency Inc		NAMED INSURED Andy's Auto Air & Supply, Inc.; DBA Andy's Mobility & Lift Services	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)

Property Locations:

- (1) 11901 Sara Rd., Laredo, TX - Building \$641,232, BPP \$785,000, Business Income \$397,461. Deductible: \$1,000 AOP and 2% wind/hail
- (2) 13403 Western Oak Dr., Hefetos, TX - BPP \$180,600, Business Income \$74,808. Deductible: \$1,000 AOP and 2% wind/hail
- (3) 1502 Santa Ursula Ave., Laredo, TX - BPP \$78,000. Deductible: \$1,000 AOP and 2% wind/hail

CITY OF LAREDO  
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



**City of Laredo  
Discretionary Contracts Disclosure**

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

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**

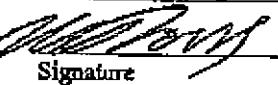
First	Robert	Middle	Rosas	Last	Suffix
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**2. Contract Information**

a) Contract or Project name(s): FY23-040 Medium/H.D. Truck OEM Parts

b) Originating Department(s): Fleet Department

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

Robert Rosas		Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature		
Name (Print)	Signature	Name (Print)	Signature		
Name (Print)	Signature	Name (Print)	Signature		

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

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

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