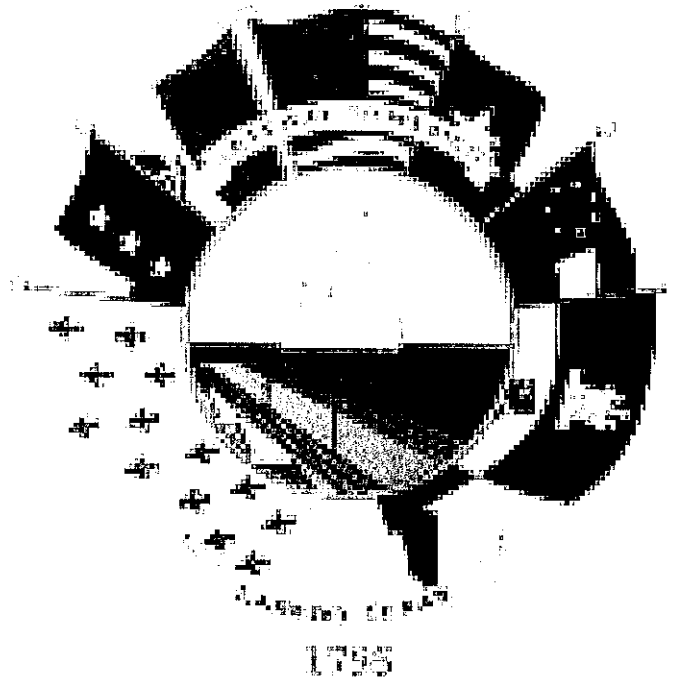




FY24-043

Chkn Peak Bike & Fitness LLC
Supplier Response

Event Information

Number: FY24-043
Title: Maintenance Fitness Equipment - Parks & Recreation
Type: Request For Bid
Issue Date: 1/20/2024
Deadline: 2/13/2024 12:00 AM (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

Chkn Peak Bike & Fitness LLC Information

Contact: Juan Rull
Address: PO Box # 451743
Laredo, TX 78045
Phone: (956) 744-6602
Email: rull@chknpeak.com

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

Juan Rull

Signature

Submitted at 2/8/2024 03:39:22 PM (CT)

rull@chknpeak.com

Email

Response Attachments

FY24-043 Maint of Exercise Equipment.pdf

FY24-043 Maintenance Fitness Equipment

Non-Collusive Affidavit.jpg

Non Collusive Affidavit

Conflict of Interest Questionnaire-Revised.pdf

Conflict of Interest Questionnaire

FY24-043 Form _1295.pdf

FY24-043 Form

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

Chkn Peak Bike & Fitness LLC, Juan Rull, (956) 744-6602,

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

7 years

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

Chkn Peak Bike Store from 2006

5 State if the Company is a certified minority business enterprise

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

6 Questions Part 1

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

No to all

7 Questions Part 2

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

No to all

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>. 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.

10 Conflict of Interest Questionnaire Form CIQ

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

11 Conflict of Interest Questionnaire

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

Yes

1 2	Construction Contract Construction Contract Requires Acknowledgement ☒ Acknowledge
1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 4	This is a New Submission
1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Juan Rull
1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department a).-Maintenance Fitness Equipment - Parks & Recreation b).- Purchasing Division
1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Juan Rull, Chkn Peak Bike & Fitness LLC
1 8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Not Applicable
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Not Applicable
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. Not Applicable
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable

2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. Not Applicable
2 4	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
2 5	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. Not Applicable
2 6	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 7	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
2 8	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest is question 8, please list them in this section. Not Applicable
2 9	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

30	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☒ I have read and understand this section
31	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
32	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1),- Juan Rull 2),- Owner / GM 3),- Chkn Peak Bike & Fitness LLC 4),- Feb/8/2024
33	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
34	Company Information Questionnaire ☒ I have completed this section
35	Conflict of Interest Questionnaire ☒ I have completed this section
36	Non-Collusive Affidavit ☒ I have completed and included this form
37	Discretionary Contracts Disclosure ☒ I have completed this section

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

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

**3
9** **Terms and Conditions for Request for Bids**

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

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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 Contractor's 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

4 Disqualification & Debarment Certification

1

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

4 Contract Requirements

2

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

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

4	Ordinance 2018-O-175
4	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. We are local vendor

Bid Lines

1	Labor, materials, and equipment to maintain specified equipment as per 18.0 & 19.0. 300 hours x 12 months = 3600		
	Quantity: <u>3600</u> UOM: <u>Hourly Rate</u>	Price: \$71.50	Total: \$257,400.00

2	Percent of Discount Offered		
	Quantity: <u>1</u> UOM: <u>Percent of Discount Offered</u>		Total: 12%

Response Total: \$257,400.00

CITY OF LAREDO
PURCHASING DIVISION



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

**MAINTENANCE FITNESS EQUIPMENT
PARKS & RECREATION 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 a one-year contract to provide preventative maintenance, labor, parts, and repairs of fitness equipment for the Parks & Leisure Recreation Centers at various locations.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 13, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on February 14, 2024.**

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

**Bid: Maintenance Fitness Equipment–Parks & Recreation
FY24-043**

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**

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

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a one-year contract to provide preventative maintenance, labor, parts, and repairs of fitness equipment for the Parks & Recreation Centers at various locations. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx>. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 13, 2024** and all bids received will be **opened** and read publicly on **February 14, 2024 at 10:00 AM.**

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**BID: Maintenance Fitness Equipment-Parks & Recreation
FY24-043**

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Cit-E-Bid:**

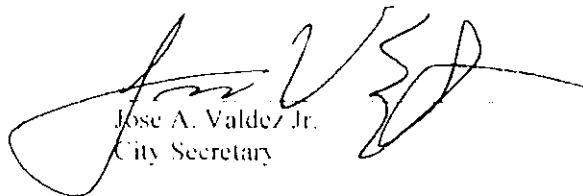
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C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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 19th DAY OF JANUARY 2024.


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 requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

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

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

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

3.0 SUBMISSION OF BIDS

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

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

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because

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of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

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

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

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

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

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

CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III

5512 Thomas Ave,

Laredo, TX 78041

enaldape@ci.laredo.tx.us

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

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

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

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

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

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these

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

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

10.0 AWARD OF CONTRACT

- (a) This contract will be **awarded** 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 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 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) 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. 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

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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@cityoflaredo.tx.us
1110 Houston St.
Laredo, TX 78040.

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

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

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

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

- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo

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- 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 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,

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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/lec_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. 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.

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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.

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Formal Invitation for Bids
Maintenance Fitness Equipment

16.0 Scope of Work

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 a one-year contract to provide preventative maintenance, labor, parts, and repairs of fitness equipment for the Parks & Leisure Recreation Centers at various locations. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.iionwave.net/Login.aspx>

Department Point of Contacts:

Anita O. Stanley, Assistant Parks & Recreation Dept. Assistant Director, (956) 729-4612, e-mail astanley@ci.laredo.tx.us

Christina Morin, Recreation Center Manager, (956) 729-4604, cmorin@ci.laredo.tx.us

- 16.1 All questions for this bid shall be submitted by email through Cit-E-Bid no later than January 26, 2024.

17.0 Scope

The awarded vendor shall provide all the material, labor, and equipment needed to maintain the equipment located in any of the recreation centers. The locations and a list of equipment shall be provided in Attachment A. Equipment may be added in as needed by the Parks & Leisure Services Department.

18.0 General Conditions

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

- 18.1.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.
- 18.1.2 Contractor shall provide all supervision, labor, materials and equipment necessary to complete the services. There shall be an authorized/certified technician at all times during time that work is being performed.
- 18.1.3 The vendor shall advise and coordinate the maintenance work with the Parks & Leisure Services Dept as to hours and scheduling of work to be done.
- 18.1.4 The vendor shall be required to guarantee its' workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.
- 18.1.5 The contractor shall dispose of all spent material, clean working areas, and re-install all equipment material that was temporarily moved prior to final services inspection at no additional expense to the city.
- 18.1.6 Contract vendor will be responsible for securing all necessary City/State permits and paying any fees for the disposal of disregarded materials at no additional cost to the City.
- 18.1.7 The contract vendor shall furnish a current insurance certificate with yearlong coverage so as to avoid any gap in coverage due to work being on an as needed basis. The certificate must meet City of Laredo requirements and be approved by the City of Laredo Risk Management Department.
- 18.1.8 The contract vendor shall be required to maintain yearlong insurance coverage according to City of Laredo requirements during the duration of this contract.
- 18.1.9 The contract vendor is required to submit and maintain current equipment certifications and licenses for any brand of equipment used at City of Laredo recreation centers.

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19.0 Locations

The locations and a list of equipment shall be provided in Attachments A & B. Equipment may be added in as needed by the Parks & Leisure Services Department.

19.1 Required but not limited to following:

Assessment, Maintenance, Adjustments, Repairs, and Replacement of

- | | |
|---------------------------------|--|
| 1. Displays | 17. Hydraulic Components |
| 2. Console Assemblies | 18. Walking Belts |
| 3. Bushings | 19. Decks and Covers |
| 4. Pulleys | 20. Seats and Covers |
| 5. Cables (Strength Equipment) | 21. Nylon Straps / Ropes / Chords |
| 6. Weights (Strength Equipment) | 22. Handles / Cuffs |
| 7. Motors | 23. Brake Assemblies (Cardio Equipment) |
| 8. Discs | 24. Paddings / Grips |
| 9. Bands | 25. Attachments (i.e. handles, ropes |
| 10. Levers | 26. Carbon Brushes (when necessary) |
| 11. Pedals | 27. Casings (Cardio Equipment) |
| 12. Framings | 28. Upholstery & Other Cosmetic |
| 13. Rods / Pins / Tubes | Accessories (when necessary) |
| 14. Overlay Keypads & Buttons | 29. Lubricating/Cleaning of mechanical parts |
| 15. Drive Wheels | 30. Replace Nuts, Bolts, Screws, Minor |
| 16. Clutch Shafts | Hardware |

19.2 The vendor is required to provide one (1) primary technician that should be able to respond within no more than two (2) working days after notification by e-mail for repairs when needed. The time to conduct any repairs when deemed necessary shall be coordinated with the Parks & Recreation Service Department. It is preferred that a secondary technician be provided as a backup in the event that the primary technician is unavailable due to unforeseen circumstances.

19.2.1 The contract vendor shall provide warranty claim assistance for equipment that is still within warranty period with the corresponding manufacturer, subject to change upon warranty expirations. See list of equipment for units still under warranty (Attachments A & B).

19.3 Monthly inspections, once a month to each location, shall be required to ensure equipment is functioning properly and to prevent downtime. A work order or invoice of the inspection shall be submitted to the Parks & Leisure Services Dept to ensure inspection has been completed. Full documentation should be exercised when providing invoices or work orders detailing the amount of time spent providing any labor for maintenance or repairs and parts. The report should include; arrival and departure times of certified technician, machine name/type, serial number, location, time, date, and inspection/work completed)

19.4 Contractor vendor shall only invoice City of Laredo for the time spent on the property only. The City of Laredo shall not pay for time spent in route or traveling to acquire parts/supplies. The City of Laredo shall not be responsible for trip charges and/or service charges. Example: The City of Laredo shall not pay for trip charge or hourly charges if contract vendor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back.

19.5 Vendors are encouraged to visit recreation center locations to inspect the equipment. For scheduling please contact reference contact personnel above.

19.6 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents.

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

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

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 be the responsibility of and administered by the vendor and the City of Laredo Parks & Recreation Department.

21.0 Award of Contract

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

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

"Lowest Responsive and Responsible Bidder: The 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.

21.1 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.

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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.

22.0 Price Adjustment*****

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

23.0 Termination of Contract

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

Either party may terminate this contract by written notice to the other at any time if the other party:
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;
or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

24.0 Required Format and Contents of Bid Submission

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

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties

Form 1295

CITY OF LAREDO
PURCHASING DIVISION

25.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

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

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

Name of Offeror (Business) CHKU Peak Bike + Fitness LLC

Signature [Signature] Date Feb/8/2024
of person authorized to sign bid

Print Name Juan Rull
of person authorized to sign bid

Title: Owner/GM

Business Address: P.O. Box 451743

City, State, Zip Code: Laredo TX. 78045

Telephone Number: (956) 744-6602 Fax Number: N/A

Contact Person Email Address: rull@chkupcak.com.

Federal Tax ID Number: 47-5110205

Bidders Principal/Corporate Place of Business Address: N/A

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 7 years

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

CHKU Peak Bike store since 2006

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☐

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

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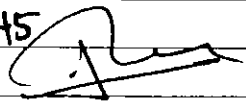
26.0 Price Schedule

26.1 Price Schedule

Description	UOM Monthly	Estimated Hours (Month)	Hourly Rate	Estimated Yearly Amt.
Labor, materials, and equipment to maintain specified equipment as per 18.0 & 19.0	12	300	\$ 71.50 ⁷⁵	\$

26.2 Parts Price Schedule

Percent of Discount offered	<u>12%</u> %
Product Identification (MFR)	

26.3 Equipment Certification or License(s) # Pracoy # 0615, Matrix # 034003759
Cybox # CYB0040212, Life Fitness # AF928, Pro Maxima, TRUE
Company Name: CYK4 Peak Bike + Fitness LLC
Owner/President Name: Juan Roll
Company Address: P.O. Box 451743
City, State, Zip Code: Laredo, Texas, 78045
Company Authorized Representative's Signature: 
Company Representative's Name: Juan Roll

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

27.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

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

Name

Juan Ruiz

Signature



Date

Feb 8/2024

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.

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 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.

N/A.
Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

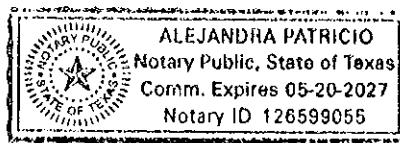
Signature of: [Signature]
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8 day of Feb 2024

[Signature]
Notary Public

My commission expires:

05-20-2027



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29.0 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 Juan M.I. Roll Last Roll Suffix

***2. Contract Information.**

a) Contract or Project name(s): Maintenance Fitness Equipment.

b) Originating Department(s): Parks + Recreation

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

CHRY Peak Bikes + Fitness LLC Juan Roll
Name (Print) Signature Name (Print) Signature

Name (Print) Signature Name (Print) Signature

Name (Print) Signature Name (Print) Signature

Name (Print) Signature Name (Print) Signature

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

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

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

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

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section

2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ 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: _____

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.

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.

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

_____ Name (Print)	_____ Signature	_____ Title
_____ Company or DBA		_____ Date

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1805 or E-mail cityspec@cityoflaredo.com
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CITY OF LAREDO
PURCHASING DIVISION

30.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

30.1 Certificate of Interested Parties (Form 1295):

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

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

30.2 Filing Process:

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

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

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

Additional Information:

[HB 1295](#)

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

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

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

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES			FORM 1295																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Chick Peak Bike & Fitness LLC, Laredo, Texas																																														
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, Parks & Recreation																																														
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.																																														
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th rowspan="2" style="width: 30%; text-align: center; padding: 5px;">4 Name of Interested Party</th><th rowspan="2" style="width: 30%; text-align: center; padding: 5px;">City, State, Country (place of business)</th><th colspan="2" style="text-align: center; padding: 5px;">Nature of Interest (check applicable)</th></tr><tr><th style="text-align: center; padding: 5px;">Controlling</th><th style="text-align: center; padding: 5px;">Intermediary</th></tr></thead><tbody><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr></tbody></table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																												
		Controlling	Intermediary																																											
5 Check only if there is NO Interested Party. ☒																																														
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said <u>Juan Rull</u>, this the <u>8</u> day of <u>Feb</u>, 20 <u>24</u>, to certify which, witness my hand and seal of office. _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath																																														
ADD ADDITIONAL PAGES AS NECESSARY																																														

**CITY OF LAREDO
PURCHASING DIVISION**

31.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M on February 13, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on February 14, 2024.**

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

**Bid: Maintenance Fitness Equipment - Parks & Recreation
FY24-043**

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

or

Hand Delivered:

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

**CITY OF LAREDO
PURCHASING DIVISION**

Attachment A

CITY OF LAREDO RECREATION CENTERS CARDIO INVENTORY

#	Equipment Type	Brand	Model	S/N	Warranty End Date	Contact Person	Phone #
CIGARROA CARDIO EQUIPMENT - 2201 Zacatecas							
1	Treadmills	True	TTZ910LC	06-08509L		Juan Meza	795-3050
2	Treadmills	Precor	TRM	AMWZB10140006		Juan Meza	795-3050
3	Elliptical	True	TEZ82020	06-E83Z0146D		Juan Meza	795-3050
4	Elliptical	True	TEZ82020	06-E83Z0151D		Juan Meza	795-3050
5	Recumbent Bike	True	TRZ8	06-8R00082J		Juan Meza	795-3050
6	Recumbent Bike	True	R81Z	04-R81Z0066H		Juan Meza	795-3050
7	Upright Bike	True	TUZ8	06-8U00209K		Juan Meza	795-3050
8	Recumbent Bike	Cybex	525R	H724-525R055N		Juan Meza	795-3050
9	AMT	Precor	100i	A927A13110055		Juan Meza	795-3050
10	AMT	Precor	885	AJTED11130021		Juan Meza	795-3050
11	AMT	Precor	885	AJTED19140013		Juan Meza	795-3050
E. HACHAR CARDIO EQUIPMENT - 1102 N. Smith							
12	Treadmills	True	TTZ910LC	06-08508L		Blas Rodriguez	795-2359
13	Treadmills	True	TTZ910LC	06-08506L		Blas Rodriguez	795-2359
14	Recumbent Bike	True	TRZ8	06-8R00084J		Blas Rodriguez	795-2359
15	Elliptical	True	TEZ82020	06-E83Z0152D		Blas Rodriguez	795-2359
16	AMT	Precor	885	AJTEH20140048		Blas Rodriguez	795-2359
MARGARITO BENAVIDES CARDIO EQUIPMENT - 2902 Tilden							
17	Treadmills	True	TTZ910LC	06-07199K		Eva Lozano	795-3055
18	Treadmills	True	TTZ910LC	06-08505L		Eva Lozano	795-3055
19	Recumbent Bike	True	R81Z	04-R81Z0089H		Eva Lozano	795-3055
20	Recumbent Bike	TecTrix	MAX-R			Eva Lozano	795-3055
21	Stepper	TecTrix	CM2000	708483		Eva Lozano	795-3055
22	Elliptical	True	TEZ82020	E83Z0138D		Eva Lozano	795-3055
23	Arc Trainer	Cybex	750AT	E1007750AT90004N54		Eva Lozano	795-3055
24	Arc Trainer	Cybex	750AT	E1015750AT90004N41		Eva Lozano	795-3055
25	Arc Trainer	Cybex	750AT	E1015750AT90004N42		Eva Lozano	795-3055
HILLSIDE CARDIO EQUIPMENT - 320 Wyoming							

**CITY OF LAREDO
PURCHASING DIVISION**

26	Treadmills	True	TCS800	12-TCS800225G			Marina Garcia	795-3040
27	Treadmills	True	TCS800	12-TCS800222G			Marina Garcia	795-3040
28	Treadmills	Precor	TRM885	AMWZB19140024		10/30/2017	Marina Garcia	795-3040
29	Treadmills	Precor	TRM811	AGNBA13150058		4/1/2017	Marina Garcia	795-3040
30	Treadmills	Precor	TRM811	AGNBA13150057		4/1/2017	Marina Garcia	795-3040
31	Elliptical	True	TEZ82020	06-E83Z0126D			Marina Garcia	795-3040
32	Elliptical	True	TEZ82020	06-E83701490			Marina Garcia	795-3040
33	Bike Recumbent	True	TRZ81000	06-R81Z0065B			Marina Garcia	795-3040
34	Bike Recumbent	True	TRZ81000	06-R81Z0053B			Marina Garcia	795-3040
35	Bike Recumbent	TecTrix	BMX	608436			Marina Garcia	795-3040
36	Elliptical	True	TEZ82020	06-E83Z0140D			Marina Garcia	795-3040
37	Stepper	TecTrix	Max2000	N/A			Marina Garcia	795-3040
38	Stepper	TecTrix	Max2000	708485			Marina Garcia	795-3040
39	AMT	Precor	885	AJTEF27130006			Marina Garcia	795-3040
40	AMT	Precor	885	AJTEB19140014			Marina Garcia	795-3040
41	AMT	Precor	885	AJTEA19150001			Marina Garcia	795-3040
42	AMT	Precor	885	AJTEL22140004			Marina Garcia	795-3040
43	Ladder	Jacobs Ladder		9810			Marina Garcia	795-3040
MARCOS ARANDA CARDIO EQUIPMENT - 4418 Old Sta Maria Rd.								
44	Treadmills	Precor	TRM-811	AGNBA20160074		3/7/2019	Juan Munoz	795-3040
45	Treadmills	True	TTZ910LC	06-08507L			Juan Munoz	795-3040
46	Bike Recumbent	True	TRZ81000	06-R81Z0054B			Juan Munoz	795-3040
47	Elliptical	True	TEZ82020	06-E83Z0144D			Juan Munoz	795-3040
48	AMT	Precor	885	AJTEG24120006		3/3/2019	Juan Munoz	795-3040
49	AMT	Precor	885	AJTEA19150021		3/3/2019	Juan Munoz	795-3040
EL EDEN CARDIO EQUIPMENT - 4735 Loma Vista								
50	Treadmills	Cybex	550T	D12-07550T9014NN038			Albert Ramirez	794-1769
51	Treadmills	Cybex	550T	D12-08550T9014NN042			Albert Ramirez	794-1769
52	Treadmills	Cybex	550T	D12-08550T9014NN037			Albert Ramirez	794-1769
53	Treadmills	True	TCS800	12-TCS800223G			Albert Ramirez	794-1769
54	Bike Recumbent	Cybex	750R				Albert Ramirez	794-1769
55	Bike Recumbent	Cybex	750R	D12-23750R9000			Albert Ramirez	794-1769
56	Bike Up Right	Cybex	750C	D12-21750C90004NN07			Albert Ramirez	794-1769
57	Bike Up Right	Cybex	750C	D12-18750C90004NN13			Albert Ramirez	794-1769

**CITY OF LAREDO
PURCHASING DIVISION**

58	Arc Trainer	Cybex	750AT	D10-12750AT90004N56		Albert Ramirez	794-1769
59	Arc Trainer	Cybex	750AT	D10-23750AT90004N15		Albert Ramirez	794-1769
60	Arc Trainer	Cybex	750AT	D10-27750AT90004N65		Albert Ramirez	794-1769
61	Arc Trainer	Cybex	750AT	D10-28750AT90004N73		Albert Ramirez	794-1769
62	AMT	Precor	885	AJTEB191140012		Albert Ramirez	794-1769
HAYNES CARDIO EQUIPMENT - 2102 Clark's Crossing Dr							
63	AMT	Precor	100i	A927A17110002		Vero Lopez	726-4600
64	AMT	Precor	100i	A927A13110053		Vero Lopez	726-4600
65	Up Right Bike	Cybex	750C	F0429750C001N		Vero Lopez	726-4600
66	Recumbent Bike	Cybex	750R	F0429750R009N		Vero Lopez	726-4600
67	Recumbent Bike	Cybex	750R	F0427750R009N		Vero Lopez	726-4600
68	Treadmills	Cybex	770T	F0411770TX048N		Vero Lopez	726-4600
69	Treadmills	Cybex	770T	F0411770TX046N		Vero Lopez	726-4600
70	Treadmills	Cybex	770T	F0415770TX030N		Vero Lopez	726-4600
71	Arc Trainer	Cybex	750AT	F0318750AT90014B81		Vero Lopez	726-4600
72	Arc Trainer	Cybex		F0318750AT90014B82		Vero Lopez	726-4600
73	Arc Trainer	Cybex		F0406750AT90014B74		Vero Lopez	726-4600
74	UBE	Magnum		134347		Vero Lopez	726-4600
75	UBE	Magnum		133757		Vero Lopez	726-4600
FASKEN CARDIO EQUIPMENT - 15201 Cerralvo Dr.							
76	Treadmills	Precor	TRM 885	AMWZ126130051		Roger Mercado	729-4630
77	Treadmills	Precor	TRM 885	AMWZ126130041		Roger Mercado	729-4630
78	Treadmills	Precor	TRM 885	AMWZ126130040		Roger Mercado	729-4630
79	Treadmills	Precor	TRM 885	AMWZ126130012		Roger Mercado	729-4630
80	Treadmills	Precor	TRM 885	AMWZ126130039		Roger Mercado	729-4630
81	Amt	Precor		AJTEI25130056		Roger Mercado	729-4630
82	Amt	Precor		AJTEI25130037		Roger Mercado	729-4630
83	Amt	Precor		AJTEI25130057		Roger Mercado	729-4630
84	Elliptical	Precor	EFX885	ADFXJ03130019		Roger Mercado	729-4630
85	Elliptical	Precor	EFX886	ADFXJ03130020		Roger Mercado	729-4630
86	Recumbent Bike	Precor	RBK885	AXHGJ15130009		Roger Mercado	729-4630
87	Recumbent Bike	Precor	RBK886	AXHGJ15130010		Roger Mercado	729-4630
88	Up Right Bike	Precor	UBK885	AYZGJ07130026		Roger Mercado	729-4630
89	Up Right Bike	Precor	UBK886	AYZGJ07130027		Roger Mercado	729-4630

**CITY OF LAREDO
PURCHASING DIVISION**

CANIZALES BOXING GYM - 1610 Guadalupe							
90	Treadmills	Precor	TRM811	AGNBF17150049	6/13/2017	Mike Chapa	729-4600
91	Treadmills	Precor	TRM811	AGNBF17150048	6/13/2017	Mike Chapa	729-4600
92	Elliptical	Precor	EFX16.885	ATYAH26160018	6/13/2017	Mike Chapa	729-4600
93	Rower	Concept 2	2717 Model D	0626150-2712-430133316		Mike Chapa	729-4600
94	Jacobs Ladder	Jacobs Ladder	Jacobs Ladder	10325		Mike Chapa	729-4600
DOWNTOWN SENIOR FITNESS CENTER - 1212 Matamoros							
95	Treadmill	Matrix	T-5x-07-c	CTM519151224834	2/1/2019	Guadalupe Garza	523-0225
96	Treadmill	Matrix	T-5x-07-c	CTM519151224840	2/1/2019	Guadalupe Garza	523-0225
97	Treadmill	Matrix	T-5x-07-c	CTM519151224839	2/1/2019	Guadalupe Garza	523-0225
98	Recumbent Bike	Matrix	R-3x/5x/7x	RB307151107895	2/1/2019	Guadalupe Garza	523-0225
99	Recumbent Bike	Matrix	R-3x/5x/7x	RB307151107896	2/1/2019	Guadalupe Garza	523-0225
100	Recumbent Bike	Matrix	R-3x/5x/7x	RB307151107894	2/1/2019	Guadalupe Garza	523-0225
101	Recumbent Bike	Matrix	R-3x/5x/7x	RB307151107897	2/1/2019	Guadalupe Garza	523-0225
102	Up Right Bike	Matrix	U-3x/5x/7x	CB92151109149	2/1/2019	Guadalupe Garza	523-0225

No date denotes expiration of warranty

**CITY OF LAREDO
PURCHASING DIVISION**

Attachment B

RECREATION CENTERS STRENGTH EQUIPMENT INVENTORY

#	Equipment Type	Brand	Model	S/N	Warranty End Date	Contact Person	Phone #
CIGARROA STRENGTH EQUIPMENT - 2201 Zacatecas							
1	Functional Trainer	Paramount	PFT-2000S	PFT-250612018		Juan Meza	795-3050
2	Abdominal	Paramount	XL-1400S	XL-140611013		Juan Meza	795-3050
3	Biceps Curl	Paramount	XL-0600S	XL-060610003		Juan Meza	795-3050
4	Lat Pull Down	Paramount	XL-1100S	XL-110611015		Juan Meza	795-3050
5	Seated Chest Press	Paramount	XL-0900S	XL-090606031		Juan Meza	795-3050
6	Shoulder Press	Paramount	XL-0700S	XL-070610005		Juan Meza	795-3050
7	Triceps Extension	Paramount	XL-0500S	XL-050611001		Juan Meza	795-3050
8	Low Back	Paramount	XL-1300S	XL-130612006		Juan Meza	795-3050
9	Inner/Outer Thigh	Paramount	XL-0400S	XL-040612011		Juan Meza	795-3050
10	Leg Extension	Paramount	XL-0100S	XL-010612009		Juan Meza	795-3050
11	Seated Leg Curl	Paramount	XL-0200S	XL-020610018		Juan Meza	795-3050
12	Leg Press	Paramount	XL-0300S	XL-030612007		Juan Meza	795-3050
13	Chip Dip	Paramount	AP-4000	AP-40061107		Juan Meza	795-3050
14	Multy Gym (6-Stations)	ProMaxima				Juan Meza	795-3050
15	Leg Curl					Juan Meza	795-3050
16	Biceps Curl					Juan Meza	795-3050
17	Multy Gym	Paramount	MP3.5	1208018		Juan Meza	795-3050
18	Smith Machine	Paramount				Juan Meza	795-3050
19	Glute Master	Hoist	RS1412	1105A01010632		Juan Meza	795-3050
10	Recumbent Bike	True	TUZ8	06-8U00209K		Juan Meza	795-3050
E. HACHAR STRENGTH EQUIPMENT - 1102 N. Smith							
20	PEC / DEC	ProMax	P-103	PEC / DEC		Blas Rodriguez	795-2359
21	Multy Gym (5 Stations)	ProMax	N/A	Multy Gym (5 Stations)		Blas Rodriguez	795-2360
MARGARITO BENAVIDES STRENGTH EQUIPMENT - 2902 Tilden							
22	Multy Gym	Paramount	MP3	1008013		Eva Lozano	795-3055
23	Inner / Outer Tigh	Paramount	FS-52	FS52-0810005		Eva Lozano	795-3056
24	Abdominal	Paramount	PFW5300BS	PFW-53B1004012		Eva Lozano	795-3057
25	PEC / DEC	Paramount	PFW5600S	PFW-561006005		Eva Lozano	795-3058
HILLSIDE STRENGTH EQUIPMENT - 320 Wyoming							
26	Inner / Outer Thigh	Paramount	XL-0400S	XL0406120114		Marina Garcia	795-3040
27	Chin Dip	Paramount	AP-4000	AP4000608008		Marina Garcia	795-3041
28	Triceps Extension	Paramount	XL-0500S	XL-050611002		Marina Garcia	795-3042

**CITY OF LAREDO
PURCHASING DIVISION**

29	Biceps Curl	Paramount	XL-0600S	XL060610004		Marina Garcia	795-3043
30	Multi Gym (6 Stations)	ProMaxima	N/A	N/A		Marina Garcia	795-3044
31	Functional Trainer	Paramount	PFT-2005	PFT-250612017		Marina Garcia	795-3045
32	Leg Press	Hoist	RS1403	1403B06039668		Marina Garcia	795-3046
33	Rotary Torso	Hoist	RS1602	1403A01034969		Marina Garcia	795-3047
34	Smith Machine	Hoist	N/A	1403A05045370		Marina Garcia	795-3048
35	Bench Incline	Hoist	N/A	1409B00004134		Marina Garcia	795-3049
36	HD1900	Hoist	1900	1502A01000064		Marina Garcia	795-3050
MARCOS ARANDA STRENGTH EQUIPMENT - 4418 Old Sta Maria Rd.							
37	Multi Gym	Paramount	MP3.5	1208017		Juan Munoz	795-3040
EL EDEN STRENGTH EQUIPMENT - 4735 Loma Vista							
38	Shoulder Press	Paramount	XL2-0700S	XL2-070808010		Albert Ramirez	794-1769
39	Triceps Down	Paramount	XL2-1500S	XL2-150902015		Albert Ramirez	794-1770
40	Biceps Curl	Paramount	XL2-0600S	XL2-060902001		Albert Ramirez	794-1771
41	Seated Chest Press	Paramount	XL2-0900S	XL2-090910002		Albert Ramirez	794-1772
42	Leg Press	Paramount	XL2-0300S	XL2-030903002		Albert Ramirez	794-1773
43	Leg Press	Paramount	FW-7800S	FW780911004		Albert Ramirez	794-1774
44	Smith Machine	Paramount	XFW-6800S	XFW-680910011		Albert Ramirez	794-1775
45	Functional Trainer	Paramount	PFT-200A	PFT-200A0910005		Albert Ramirez	794-1776
46	Inner/Outer Thigh	Paramount	XL-0400S	XL-040907004		Albert Ramirez	794-1777
47	Seated Leg Curl	Paramount	XL2-0200S	XL2-02090213		Albert Ramirez	794-1778
48	Leg Extension	Paramount	XL2-0100S	XL2-010808014		Albert Ramirez	794-1779
49	Seated Row	Paramount	XL2-1200S	XL2-120904011		Albert Ramirez	794-1780
50	Lat Pull Down	Paramount	XL2-1100S	XL2-110810008		Albert Ramirez	794-1781
51	Power Bar	TKO				Albert Ramirez	794-1782
52	Hack Squat	Hoist	RPL-5236	13-03-BOS001790		Albert Ramirez	794-1783
53	Pec Fly	Hoist	RS-1302	15-03-A08-D14804		Albert	794-1784

**CITY OF LAREDO
PURCHASING DIVISION**

						Ramirez	
54	Rotary	Paramount	X1-1700	XL170812004		Albert Ramirez	794-1785
55	Alternative Exercises		021R0003825	1503A08-014791		Albert Ramirez	794-1786
HAYNES STRENGTH EQUIPMENT - 2102 Clark's Crossing Dr							
56	Hip Abduction	Cybex	11181-90	F0331111819076N		Vero Lopez	726-4600
57	Leg Press	Cybex	11040-90	F03311111049035N		Vero Lopez	726-4601
58	Leg Extension	Cybex	12050-90	F0331120509007N		Vero Lopez	726-4602
59	Prone Leg Curl	Cybex	12140-90	F0331121409073N		Vero Lopez	726-4603
60	Back Extension	Cybex	12100-90	F0331121009017N		Vero Lopez	726-4604
61	Abdominal	Cybex	12090-90	F0407120909028N		Vero Lopez	726-4605
62	Torso Rotation	Cybex	12190-90	F032412190941N		Vero Lopez	726-4606
63	Arm Curl	Cybex	12070-90	F0319120709076N		Vero Lopez	726-4607
64	Arm Extension	Cybex	12080-90	F033120809088N		Vero Lopez	726-4608
65	Row	Cybex	12030-90	F0324120309032N		Vero Lopez	726-4609
66	Pull Down	Cybex	12020-90	F0210120209099N		Vero Lopez	726-4610
67	Fly Rear Delt	Cybex	12111-90	F0324121119086N		Vero Lopez	726-4611
68	Chest Press	Cybex	12001-90	F0324120019008N		Vero Lopez	726-4612
69	Smith Press	Cybex	16120-90	F0331161209011N		Vero Lopez	726-4613
70	Functional Trainer	Paramount	PFT-200A	PFT-20A1101018		Vero Lopez	726-4614
FASKEN STRENGTH EQUIPMENT - 15201 Cerralvo Dr.							
71	Pec Fly	Hoist		13-03-C03-013776		Roger Mercado	729-4630
72	Shoulder Press	Hoist		13-03-A05-028526		Roger Mercado	729-4631
73	Chin Dip	Hoist		12-03-B00-022308		Roger Mercado	729-4632
74	Lat Pull Down	Hoist		13-03-A03-008741		Roger Mercado	729-4633
75	Mid Row	Hoist		11-03-A04-014726		Roger Mercado	729-4634
76	Glute Master	Hoist		12-05-A01-006904		Roger Mercado	729-4635
77	Inner Thigh	Hoist		13-03-B02-015342		Roger Mercado	729-4636
78	Outer Thigh	Hoist		13-03-B02-015303		Roger Mercado	729-4637
79	Bench	Hoist		13-09-B00-000871		Roger Mercado	729-4638
80	Bench	Hoist		13-09-B00-000875		Roger Mercado	729-4639
81	Bench	Hoist		13-09-B00-000879		Roger Mercado	729-4640
82	Smith Machine	Hoist		13-03-A05-019583		Roger Mercado	729-4641
83	Dual Pulley System	Hoist		13-02-A01-000528		Roger	729-4642

**CITY OF LAREDO
PURCHASING DIVISION**

							Mercado	
84	Leg Press	Hoist		13-03-B04-020576			Roger Mercado	729-4643
85	Abdominal Bench	Hoist					Roger Mercado	729-4644
86	Leg Extension	Hoist		13-03-C00-020631			Roger Mercado	729-4645
87	Leg Curl	Hoist		13-03-C00-017963			Roger Mercado	729-4646
88	Seated Dip	Hoist		13-03C00-020716			Roger Mercado	729-4647
89	Biceps Curl	Hoist		13-03-A06-022064			Roger Mercado	729-4648
90	Chest Press	Hoist		12-03-A05-026442			Roger Mercado	729-4649
91	Abdominals	Hoist		13-03-E01-003403			Roger Mercado	729-4650
CANIZALES BOXING GYM								
92	Hi-Lo Pulley	Hoist		15-03-B03-010373			Mike Chapa	729-4600
93	Incline Bench	Hoist		15-09-B00-005849			Mike Chapa	729-4600
94	Smith Machine	Hoist		15-03-A05-003640			Mike Chapa	729-4600
95	Not Available	Hoist		15-03-A08-01477			Mike Chapa	729-4600
96	Lat Pull Down	Hoist	RS-1201	15-03-A07-015945			Mike Chapa	729-4600
97	Alternative Exercises	Hoist		15-03-E09-015960			Mike Chapa	729-4600
98	Rotary Torso	Hoist	RS-1602	14-03-A01-034972			Mike Chapa	729-4600
99	Incline Bench	Hoist		15-09-B00-006084			Mike Chapa	729-4600
100	Smith Machine	Hoist		15-03-A05-003660			Mike Chapa	729-4600
101	Stretcher	Precor		A887A23150073			Mike Chapa	729-4600
DOWNTOWN SENIOR FITNESS CENTER								
102	Leg Press/Calf Raise	Hoist		15-03-A00-036020	12/31/16		Guadalupe Garza	523-0225
103	AbCrunch/Lowback	Hoist		15-03-A08-026966	12/31/16		Guadalupe Garza	523-0225
104	Chest Press/Shoulder Raise	Hoist		15-03-A00-035902	12/31/16		Guadalupe Garza	523-0225
105	Functional Trainer	Hoist	Mi6	BC89E22150026	12/31/16		Guadalupe Garza	523-0225
106	Ab-X	Precor		A887K20150070	12/31/16		Guadalupe Garza	523-0225
107	Stretcher	Precor		15-03-A00-001526	12/31/16		Guadalupe Garza	523-0225

No date denotes expiration of warranty

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is

Juan Rull
(a Partner or officer of the firm of, etc.)

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

Signature of:

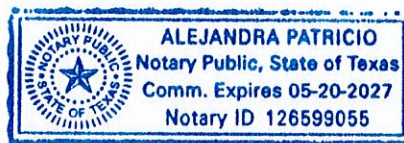
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8 day of Feb 2024.

Notary Public

My commission expires:

05-20-2027



CITY OF LAREDO
PURCHASING DIVISION

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

Name

Juan Ruiz

Signature



Date

Feb/8/2024

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.

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 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.

N/A
Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

Chiky Peak Bike & Fitness LLC, Laredo, Texas

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, Parks & Recreation

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Juan Roll, this the 8 day of Feb, 20 24, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

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