City of Laredo
Purchasing Division
RENEWAL NOTICE

July 22, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031
Extension III

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe which was originally approved by City Council on March 20, 2023 is up for renewal. This is the third of six (six month) extension periods. Please advise if you wish to renew this contract.

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Aguaworks Pipe & Supply

Request a contract extension: yes Not request a contract extension: _____

Authorized Signature: Thomas H Bennett Jr.

Print Name: Thomas H. Bennett, Jr

Date: 07/23/2024

City of Laredo
Purchasing Division
Letter of Award

February 6, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031
Extension II

Dear Mr. Bennett,

This is to inform you that the contract renewal FY23-031 for the supply of PVC Pipe was approved by City Council February 5, 2024. The term of this contract shall be for a period of six months. This is the second of six (6) month extension periods.

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

24-0246
#57

Contract Renewal
Consideration to renew six-month supply contract number FY23-031 with Aguaworks Pipe & Supply, Brownsville, Texas in the amount of $350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six months beginning as of the date of its execution. This contract may be extended for four (4) more additional six-month periods, each upon mutual agreement of the parties and is contingent upon future funding appropriations. There was no price increase during the last extension period. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION
Approved a six-month contract on 9/5/23.

BACKGROUND
This contract establishes pricing for the purchase of PVC pipe for the Utilities Department. There was no price increase during the last extension period. This is the second of six extension periods. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for four, additional (6) month periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete Pricing Table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Waterworks Fund.
Account #:	557-4130-532-3015.
Change Order: Exceeds 25% Y/N:	No.

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

City of Laredo
Purchasing Division
RENEWAL NOTICE

January 11, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031
Extension II

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe which was approved by City Council March 20, 2023 is up for renewal. This the second of six (six month) extension periods. Please advise if you wish to renew this contract.

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Aguaworks Pipe & Supply

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Thomas H. Bennett Jr.

Print Name: Thomas H. Bennett, Jr.

Date: 1/16/24

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 23, 2023

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031
Extension I

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe which was approved by City Council March 20, 2023 is up for renewal. This the first of six (six month) extension periods. Please advise if you wish to renew this contract.

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Aguaworks Pipe & Supply

Request a contract extension: Yes Not request a contract extension: _____

Authorized Signature: Thomas H. Bennett, Jr.

Print Name: Thomas H. Bennett, Jr.

Date: 8/24/23

City of Laredo
Purchasing Division
Letter of Award

March 21, 2023

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: PVC Supply Contract
Contract FY23-031

Dear Mr. Bennett,

This is to inform you that the contract FY23-031 for the supply of PVC Pipe was approved by City Council March 20, 2023. The term of this contract shall be for a period of six months. This contract can be extended six additional six-month periods.

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

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 03/20/2023
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia, Jr., P.E.,Utilities Department Director, Jose F Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY23-031 to the low bidder Aguaworks Pipe & Supply, Brownsville, Texas in the amount of $350,000.00 for the purchase of PVC pipe. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six (6) more additional six (6) month periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Waterworks Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received (2) two bids through Cit-E-Bid for awarding a contract for providing the Utilities Department with PVC pipe. Staff is recommending that a contract be awarded to the low bidder Aguaworks Pipe & Supply. The bid pricing will be firm fixed for six months from the date of award and there is an option to extend for six additional six-month periods.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six, additional (6) month periods. Should the vendor desire to extend the contract for the additional six-month period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or

any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary

		Aguaworks Pipe & Supply	Core & Main
Item	Description	Unit Price	Unit Price
1	2" Pipe, 20' joints DR-21	$ 1.58	$ 1.56
2	3" Pipe, 20' joints DR-21	$ 3.11	$ 3.16
3	4" Pipe, PC305-DR-14	$ 8.52	$ 8.67
4	6" Pipe, PC305-DR-14	$ 18.33	$ 17.56
5	8" Pipe, PC305-DR-14	$ 31.49	$ 30.26
6	10" Pipe, PC305-DR-14	$ 46.38	$ 46.14
7	12" Pipe, PC305-DR-14	$ 67.87	$ 65.23
8	14" Pipe, DR-18	$ 67.87	$ 66.67
9	16"Pipe, DR-18	$ 61.91	$ 84.44
10	18"Pipe,DR-18	$ 100.21	$ 134.44
11	20"Pipe,DR-18	$ 125.71	$ 135.44
12	24"Pipe,DR-18	$ 181.51	$ 184.44
13	30"Pipe,DR-18	$ 283.69	$ 290.00
14	36"Pipe,DR-21	$ 406.78	$ 413.33
15	PVCO C909 Pipe 6" Pipe	$ 16.93	$ 16.66
16	PVCO C909 Pipe 8" Pipe	$ 29.18	$ 28.82
17	PVCO C909 Pipe 10" Pipe	$ 44.48	$ 43.71
18	PVCO C909 Pipe 12" Pipe	$ 62.88	$ 61.80

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-4130-532-3015

Change Order: Exceeds 25% Y/N:

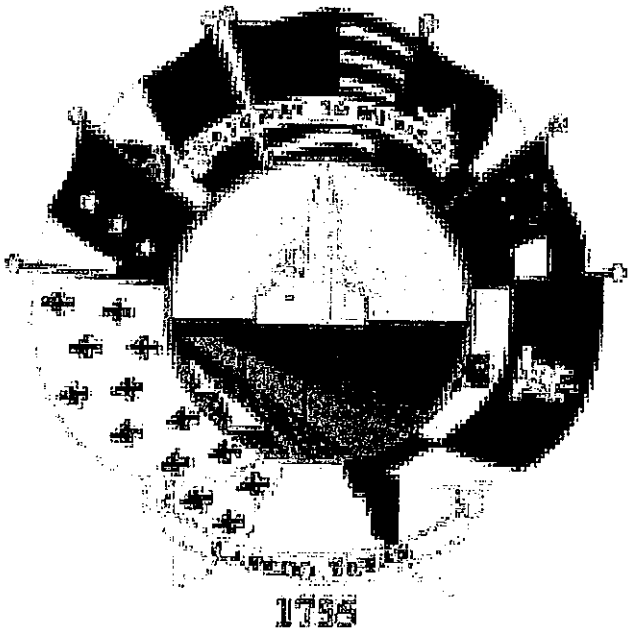
FINANCIAL IMPACT:

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

Attachments

Bid Tab FY23-031

FY23-031 Contract



1755

FY23-031 PVC Pipe Supply
Aguaworks Pipe & Supply, LLC
Aguaworks Pipe & Supply, LLC
Supplier Response

Event Information

Number: FY23-031 PVC Pipe Supply
Title: PVC Pipe Supply
Type: Request For Bid
Issue Date: 1/20/2023
Deadline: 2/9/2023 05:00 PM (CT)
Notes:

Contact Information

Contact: Juan Arriaga
Address: Utilities
5816 Daugherty
Laredo, TX 788041
Phone: (956) 721-2013
Email: jarriaga@ci.laredo.tx.us

Aguaworks Pipe & Supply, LLC Information

Contact: Thomas H Bennett, Jr.
Address: 2907 N. Central Avenue
Brownsville, TX 78526
Phone: (956) 831-2500
Fax: (956) 831-2525
Email: thomas.bennett@aguaworkspipe.com
Web Address: www.aguaworkspipe.com

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

Ernie Ortega
Signature

ernie.ortega@aguaworkspipe.com
Email

Submitted at 2/8/2023 12:02:07 PM (CT)

Bid Attributes

1 Award by Section Total

This contract will be awarded by section total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☑ Yes (Yes)

2 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 ".

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

Aguaworks Pipe & Supply, LLC Ernie Ortega 956-383-8600 office 956-535-3752 cell

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

15 yrs

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

N/A

6 State if the Company is a certified minority business enterprise

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

7 **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

8 **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

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

Historically Underutilized Business (HUB)

10 **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.

11 **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.

12 **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

13 **Disclosure Form**

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

14 **This is a**

New Submission

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

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

Ernie Ortega

16 **Question 2. Contract Information**

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

FY23-031 PVC Pipe Supply (PVC Pipe Supply)

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

Aguaworks Pipe & Supply, LLC Ernie Ortega

18 **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

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

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

n/a

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

Not Applicable

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

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

n/a

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

Not Applicable

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

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

n/a

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

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

n/a

26 **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.

27 **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

28 **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.

n/a

29 **Question 9. Updates Required**

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

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

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 (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 (I have acknowledge that I have been advised)

Question 11. Oath

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

Aguaworks Pipe & Supply, LLC
Ernie Ortega outside sales
02/08/2023

Question 12. Oath

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

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

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 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. 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 by section total** 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 PAYMENT & INVOICING

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

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

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

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

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

35 **Disqualification & Debarment Certification**

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

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

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

☑ I certify to the terms and conditions (I certify to the terms and conditions)

36

Contract Requirements

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

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

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

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

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

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

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

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

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

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

Bid Lines

1	2" Pipe, 20' joints with Bell– PC 200 DR-21 (IPS-O.D.)				
	Quantity: 2000	UOM: ft	Price: $1.58	Total:	$3,160.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
2	3" Pipe, 20' joints with Bell– PC 200 DR-21 (IPS-O.D.)				
	Quantity: 200	UOM: ft	Price: $3.11	Total:	$622.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
3	4" Pipe, PC305, DR-14, C900-16				
	Quantity: 200	UOM: ft	Price: $8.52	Total:	$1,704.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
4	6" Pipe, PC305, DR-14, C900-16				
	Quantity: 10000	UOM: ft	Price: $18.33	Total:	$183,300.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
5	8" Pipe, PC305, DR-14, C900-16				
	Quantity: 30000	UOM: ft	Price: $31.49	Total:	$944,700.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
6	10" Pipe, PC305, DR-14, C900-16				
	Quantity: 3000	UOM: ft	Price: $46.38	Total:	$139,140.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
7	12" Pipe, PC305, DR-14, C900-16				
	Quantity: 6000	UOM: ft	Price: $67.87	Total:	$407,220.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.*				
8	14" Pipe, PC 235, DR-18, C900-16				
	Quantity: 400	UOM: ft	Price: $67.87	Total:	$27,148.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
9	16" Pipe, PC 235, DR-18, C900-16				
	Quantity: 9000	UOM: ft	Price: $61.99	Total:	$557,910.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				

10	18" Pipe, PC 235, DR-18, C900-16				
	Quantity: 200	UOM: ft	Price: $100.21	Total:	$20,042.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
11	20" Pipe, PC 235, DR-18, C900-16				
	Quantity: 2000	UOM: ft	Price: $125.71	Total:	$251,420.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
12	24" Pipe, PC 235, DR-18, C900-16				
	Quantity: 3000	UOM: ft	Price: $181.51	Total:	$544,530.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
13	30" Pipe, PC 235, DR-18, C900-16				
	Quantity: 400	UOM: ft	Price: $283.69	Total:	$113,476.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
14	36" Pipe, PC 200, DR-21, C900-16				
	Quantity: 400	UOM: ft	Price: $406.78	Total:	$162,712.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
15	**PVCO C909 Pipe**				
	6" Pipe, PC305, C909				
	Quantity: 5000	UOM: ft	Price: $16.93	Total:	$84,650.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
16	**PVCO C909 Pipe**				
	8" Pipe, PC305, C909				
	Quantity: 5000	UOM: ft	Price: $29.18	Total:	$145,900.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
17	**PVCO C909 Pipe**				
	10" Pipe, PC305, C909				
	Quantity: 1000	UOM: ft	Price: $44.48	Total:	$44,480.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
	Supplier Notes: 10" c909 DR18				
18	**PVCO C909 Pipe**				
	12" Pipe, PC305, C909				
	Quantity: 5000	UOM: ft	Price: $62.88	Total:	$314,400.00
	Item Notes: *Note: Please state the manufacturer/name brand of the product you will be submitting.				
	Supplier Notes: 12" C909 DR18				

Response Total: $3,946,514.00