City of Laredo
Purchasing Division
RENEWAL NOTICE

July 22, 2024

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062
Extension II

Dear Mr. Clagett,

This is to inform you that the contract FY22-062 which was originally approved by City Council on June 6, 2022 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Current Award:

Section I: MJ Butterfly Valves & Fittings

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

Core & Main

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

Authorized Signature: Brandon T Smith

Print Name: Brandon T. Smith

Date: 07/25/2024

City of Laredo
Purchasing Division
LETTER OF AWARD

August 8, 2023

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062
Extension I

Dear Mr. Clagett,

This is to inform you that the contract renewal for FY22-062 was approved by City Council on August 7, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Current Award:

Section I: MJ Butterfly Valves & Fittings

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/07/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Arturo Garcia, Jr., P.E., Utilities Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract number FY22-062 with Core and Main, St. Louis, Missouri in an amount of up to $602,899.70 for the purchase of mechanical joints: butterfly valves, solid sleeves, and mega lugs for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Water Works Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 6/6/22.

BACKGROUND

This contract establishes pricing for the Utilities Department for the purchase of mechanical joint: butterfly valves, solid sleeves, and mega lugs for a twelve-month period. There was no price increase during the last extension period. This is the first of three extension periods.

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

Pricing Summary:

	MJ Butterfly Valves & Fittings
Vendor	Section I Totals
Core and Main	$ 602,899.70

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
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

FY22-062 Bid Tab
Contract FY22-062

City of Laredo
Purchasing Division
LETTER OF AWARD

July 13, 2023

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062
Extension I

Dear Mr. Clagett,

This is to inform you that the contract FY22-062 which was approved by City Council on June 6, 2022 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Current Award:

Section I: MJ Butterfly Valves & Fittings

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

pending price increase

Xc: Purchasing File

Core & Main

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

Authorized Signature: Brandon T Smith

Print Name: Brandon Smith

Date: 07/21/23

City of Laredo
Purchasing Division
LETTER OF AWARD

June 7, 2022

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: MJ Butterfly Valves & Fittings
Contract FY22-062

Dear Mr. Clagett,

This is to inform you that contract FY22-062 was approved by City Council on June 6, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods.

Award:

Section I: MJ Butterfly Valves & Fittings

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

City Council-Regular
Meeting Date: 06/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY22-062 to the sole bidder Core and Main, St. Louis, Missouri in an amount of up to $602,899.70 for the purchase of mechanical joint: butterfly valves, solid sleeves, and mega lugs for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Water Works Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid through Cit-E-Bid for awarding a contract for providing the Utilities Department with mechanical joint: butterfly valves, solid sleeves, and mega lugs for a twelve-month period. Staff is recommending that this contract be awarded to the sole bidder Core and Main.

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 five, 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 thirty (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.

Pricing Summary:

	MJ Butterfly Valves & Fittings
Vendor	Section I Totals
Core and Main	$ 602,899.70

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-4130-532-3015

Change Order: Exceeds 25% Y/N:

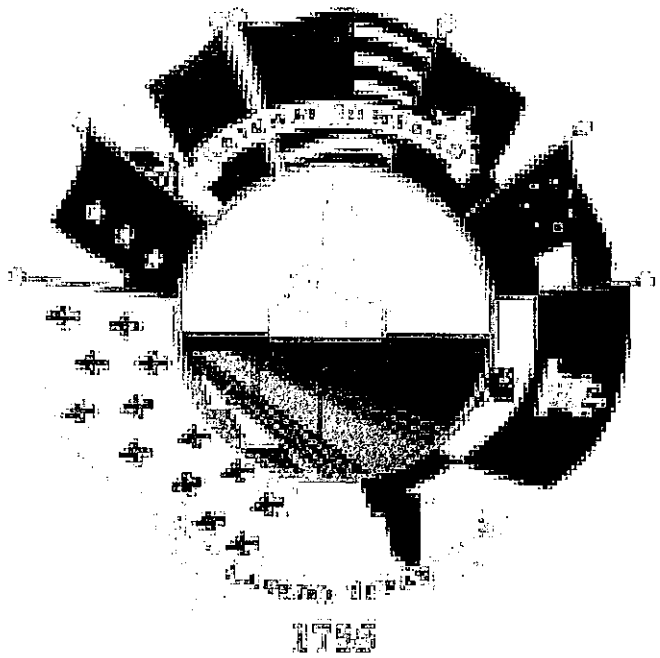
FINANCIAL IMPACT:

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

FY22-062 Bid Tab

FY22-062 Contract



FY22-062
Core and Main
Supplier Response

Event Information

Number: FY22-062
Title: FY22-062 Mechanical Joint Butterfly Valves & Fittings
Type: Request For Bid
Issue Date: 4/14/2022
Deadline: 5/11/2022 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

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

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to

wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

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

Core and Main Information

Contact: Kevin Clagett
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2321
Email: Kevin.Clagett@coreandmain.com
Web Address: www.coreandmain.com

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

Loren Miller
Signature

Brandon.Smith3@coreandmain.com
Email

Submitted at 5/11/2022 3:42:30 PM

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** Core and Main, LP. Loren Miller 210-657-1632
3	**State how long under has the business been in its present business name** 5 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** HD Supply Waterworks LTD
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? N/A

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? N/A
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
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission

14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Kevin Clagett & Brandon Smith
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY22-022
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Core & Main LP
17	**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
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** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

23	**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
24	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
25	**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.
26	**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
27	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
28	**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)
29	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
30	**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)

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Loren Miller : District Manager : Core & Main LP 05/11/22
32	**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)
33	**Company Information Questionnaire** ☑ I have completed this section (I have completed this section)
34	**Conflict of Interest Questionnaire** ☑ I have completed this section (I have completed this section)
35	**Non-Collusive Affidavit** ☑ I have completed and included this form (I have completed and included this form)
36	**Discretionary Contracts Disclosure** ☑ I have completed this section (I have completed this section)
37	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form (I will comply with this form)

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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.

(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 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.

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

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

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The

place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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.

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

Bid Lines

1 **Package Header**

Section I: MJ Butterfly Valves, MJ Sleeve, Mega Lugs, or approved equal. (All items to be made in America).

*****All Butterfly Valves are to be City of Laredo Specifications*****

****All Fittings are to be Domestic.

**********Bid Price Schedule Section must be completely filled out in order to be considered*********

Quantity: 1 UOM: PKG Total: $602,899.70

Item Notes: Please submit "0" for unit price

Package Items

1.1 MJ Solid Sleeve 14" x 15"

Quantity: 4 UOM: EA Price: $733.78 Total: $2,935.12

1.2 MJ Solid Sleeve 16" x 15"

Quantity: 4 UOM: EA Price: $926.83 Total: $3,707.32

1.3 MJ Solid Sleeve 18" x 15"

Quantity: 4 UOM: EA Price: $1,226.23 Total: $4,904.92

1.4 MJ Solid Sleeve 20" x 15"

Quantity: 4 UOM: EA Price: $1,483.63 Total: $5,934.52

1.5 MJ Solid Sleeve 24" x 15"

Quantity: 4 UOM: EA Price: $2,047.59 Total: $8,190.36

1.6 MJ Solid Sleeve 30" x 24"

Quantity: 4 UOM: EA Price: $5,499.25 Total: $21,997.00

1.7 MJ Solid Sleeve 36" x 24"

Quantity: 4 UOM: EA Price: $7,066.64 Total: $28,266.56

1.8 ELL MJ 22-1/2 14"

Quantity: 3 UOM: EA Price: $837.45 Total: $2,512.35

1.9 ELL MJ 22-1/2 16"

Quantity: 3 UOM: EA Price: $989.39 Total: $2,968.17

1.10 ELL MJ 22-1/2 18"

Quantity: 3 UOM: EA Price: $1,349.57 Total: $4,048.71

1.11 ELL MJ 22-1/2 20"

Quantity: 3 UOM: EA Price: $1,705.28 Total: $5,115.84

1.12 ELL MJ 22-1/2 24"

Quantity: 3 UOM: EA Price: $2,245.10 Total: $6,735.30

1.13 ELL MJ 22-1/2 30"

Quantity: 3 UOM: EA Price: $5,383.07 Total: $16,149.21

1.14 ELL MJ 22-1/2 36"

Quantity: 3 UOM: EA Price: $7,851.82 Total: $23,555.46

1.15 ELL MJ 45 14"

Quantity: 2 UOM: EA Price: $825.83 Total: $1,651.66

1.16 ELL MJ 45 16"

Quantity: 2 UOM: EA Price: $1,031.39 Total: $2,062.78

1.17 ELL MJ 45 18"

Quantity: 2 UOM: EA Price: $1,361.19 Total: $2,722.38

1.18 ELL MJ 45 20"

Quantity: 2 UOM: EA Price: $1,606.97 Total: $3,213.94

1.19 ELL MJ 45 24"

Quantity: 2 UOM: EA Price: $2,327.33 Total: $4,654.66

1.20 ELL MJ 45 30"

Quantity: 2 UOM: EA Price: $6,035.70 Total: $12,071.40

1.21 ELL MJ 45 36"

Quantity: 2 UOM: EA Price: $9,284.33 Total: $18,568.66

1.22 ELL MJ 90 14"

Quantity: 2 UOM: EA Price: $1,061.78 Total: $2,123.56

1.23 ELL MJ 90 16"

Quantity: 2 UOM: EA Price: $1,341.53 Total: $2,683.06

1.24 ELL MJ 90 18"

Quantity: 2 UOM: EA Price: $1,833.09 Total: $3,666.18

1.25 ELL MJ 90 20"

Quantity: 2 UOM: EA Price: $2,454.24 Total: $4,908.48

1.26 ELL MJ 90 24"

Quantity: 2 UOM: EA Price: $4,432.12 Total: $8,864.24

1.27 ELL MJ 90 30"

Quantity: 2 UOM: EA Price: $7,607.79 Total: $15,215.58

1.28 ELL MJ 90 36"

Quantity: 2 UOM: EA Price: $11,293.08 Total: $22,586.16

1.29 MJ Butterfly Valve (316 SS Nuts & Bolts) 14"

Quantity: 2 UOM: EA Price: $3,372.03 Total: $6,744.06

1.30 MJ Butterfly Valve (316 SS Nuts & Bolts) 16"

Quantity: 2 UOM: EA Price: $4,011.67 Total: $8,023.34

1.31 MJ Butterfly Valve (316 SS Nuts & Bolts) 18"

Quantity: 2 UOM: EA Price: $4,505.36 Total: $9,010.72

1.32 MJ Butterfly Valve (316 SS Nuts & Bolts) 20"

Quantity: 2 UOM: EA Price: $6,063.29 Total: $12,126.58

1.33 MJ Butterfly Valve (316 SS Nuts & Bolts) 24"

Quantity: 2 UOM: EA Price: $8,416.88 Total: $16,833.76

1.34 MJ Butterfly Valve (316 SS Nuts & Bolts) 30"

Quantity: 2 UOM: EA Price: $16,250.00 Total: $32,500.00

1.35 MJ Butterfly Valve (316 SS Nuts & Bolts) 36"

Quantity: 2 UOM: EA Price: $18,875.00 Total: $37,750.00

1.36 Mega Lugs 14" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $498.24 Total: $12,954.24

1.37 Mega Lugs 16" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $558.38 Total: $14,517.88

1.38 Mega Lugs 18" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $687.90 Total: $17,885.40

1.39 Mega Lugs 20" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $776.76 Total: $20,195.76

1.40 Mega Lugs 24" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $909.35 Total: $23,643.10

1.41 Mega Lugs 30" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $2,585.83 Total: $67,231.58

1.42 Mega Lugs 36" (316 SS Nuts & Bolts)

Quantity: 26 UOM: EA Price: $3,133.45 Total: $81,469.70

Response Total: $602,899.70