



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

December 4, 2023

Mr. Richard Conwill
Southern Tire Mart
13501 Regional Drive
Laredo, Texas 78045

Re: Recapped Tires – Fleet Department
Contract FY22-002
Extension II

Dear Mr. Conwill,

This is to inform you that the contract FY22-002 which was approved by City Council on November 1, 2021 is up for renewal. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing:

Description	Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	\$ 159.00
Spot Repairs	No Charge
120 Repairs	\$ 5.00
124 Repairs	\$ 9.00
140 Repairs	\$ 11.00
Nail Hole Repairs	\$ 3.00

\$179.00

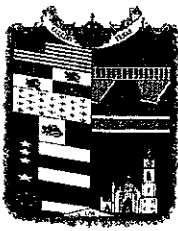
If there are any questions regarding this authorization renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name: Richard Conwill Director of Government Sales	
Date: 12-5-23	



City of Laredo
Purchasing Division
LETTER OF AWARD

February 5, 2024

Mr. Richard Conwill
Southern Tire Mart
13501 Regional Drive
Laredo, Texas 78045

Re: Recapped Tires – Fleet Department
Contract FY22-002
Extension II

Dear Mr. Conwill,

This is to inform you that the contract renewal FY22-002 was approved by City Council on January 22, 2024. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing:

Description	Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	\$ 179.90
Spot Repairs	No Charge
120 Repairs	\$ 5.00
124 Repairs	\$ 9.00
140 Repairs	\$ 11.00
Nail Hole Repairs	\$ 3.00

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

File Summary

File Number	Title	Current Status
24-0076	Consent Agenda	Passed
	<p>Consideration to renew contract FY22-002 for the purchase of recapped tires for the city's fleet vehicles with Southern Tire Mart, Laredo, Texas, in an amount up to \$250,000.00. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for one additional one-year period upon mutual agreement of the parties. There was no price increase during the last extension period. All recapped tires will be purchased on an as-needed basis. Funding is available in the Fleet Maintenance Fund.</p>	
	Introduced: 12/12/2023	Controlling Body: City Council
	Meeting Date: 1/22/2024	
	Department: Fleet Management	
	Drafter: Enrique Aldape III	



City of Laredo
Purchasing Division
RENEWAL NOTICE

December 4, 2023

Mr. Richard Conwill
Southern Tire Mart
13501 Regional Drive
Laredo, Texas 78045

Re: Recapped Tires – Fleet Department
Contract FY22-002
Extension II

Dear Mr. Conwill,

This is to inform you that the contract FY22-002 which was approved by City Council on November 1, 2021 is up for renewal. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing:

<u>Description</u>	<u>Unit Price</u>
11R22.5-27/32- Thread Depth Recapped Tire	\$ 179.00
Spot Repairs	No Charge
120 Repairs	\$ 5.00
124 Repairs	\$ 9.00
140 Repairs	\$ 11.00
Nail Hole Repairs	\$ 3.00

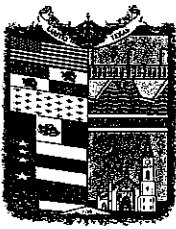
If there are any questions regarding this authorization renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name: Richard Conwill Director of Government Sales	
Date:	12-6-23



City of Laredo
Purchasing Division
LETTER OF AWARD

November 29, 2022

Mr. Richard Conwill
Southern Tire Mart
13501 Regional Drive
Laredo, Texas 78045

Re: Recapped Tires – Fleet Department
Contract FY22-002
Extension I

Dear Mr. Conwill,

This is to inform you that the contract renewal FY22-002 was approved by City Council on November 28, 2022. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing:

<u>Description</u>	<u>Unit Price</u>
11R22.5-27/32- Thread Depth Recapped Tire	\$ 179.90
Spot Repairs	No Charge
120 Repairs	\$ 5.00
124 Repairs	\$ 9.00
140 Repairs	\$ 11.00
Nail Hole Repairs	\$ 3.00

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: 11/28/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to renew contract FY22-002 for the purchase of recapped tires for the city's fleet vehicles with Southern Tire Mart, Laredo, Texas, in an amount up to \$250,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for two (2) additional one (1) year periods upon mutual agreement of the parties. There was a price increase of 13% during the last extension period due to an increase in costs of raw materials and logistics. All recapped tires will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 11/1/21.

BACKGROUND

This contract establishes pricing for the purchase 11R22.5 recapped tires for city vehicles. All recapped tires will be secured on an as-needed basis. There was a price increase of 13% during the last extension period due to an increase in costs of raw materials and logistics. This is the first of three extension periods. Southern Tire Mart will deliver from their local store.

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 two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any

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

Pricing Summary:

		Current Pricing	Proposed Price Increase
Description	Quantity	Unit Price	Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	900	\$159.00	\$179.90
Spot Repairs	1	No Charge	No Charge
120 Repairs	1	\$5.00	\$5.00
124 Repairs	1	\$9.00	\$9.00
140 Repairs	1	\$11.00	\$11.00
Nail Hole Repairs	1	\$3.00	\$3.00
BuyBack Payment Price for old tire castings (Paid to the City) other than 11R22.5		\$60.00	\$60.00
Delivery after receipt of order		1 to 3 Working Days	1 to 3 Working Days

A complete bid tabulation.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance
Account #: 59328105332072
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

Contract FY22-002

Bid Tab FY22-002



City of Laredo
Purchasing Division
RENEWAL NOTICE

November 7, 2022

Mr. Richard Conwill
Southern Tire Mart
13501 Regional Drive
Laredo, Texas 78045

Re: Recapped Tires - Fleet Department
Contract FY22-002
Extension 1

Dear Mr. Conwill,

This is to inform you that the contract FY22-002 which was approved by City Council on November 1, 2021 is up for renewal. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing:

Description	Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	\$ 159.00
Spot Repairs	No Charge
120 Repairs	\$ 5.00
124 Repairs	\$ 9.00
140 Repairs	\$ 11.00
Nail Hole Repairs	\$ 3.00

\$179.90 will be the new price for the 2022-2023

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

Sincerely,

Miguel A. Pascador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart	
Accept <input checked="" type="checkbox"/> If increase is approved	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name: Richard Conwill	
Date: 11/09/22	

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956) 794-1731 Fax 790-1805

May 2, 2022
Bandag retreads



Bridgestone Americas
Tire Operations, LLC
200 4th Avenue South
Nashville, TN 37201

DATE: April 29, 2022

To: U.S. Bandag Dealers

Subject: Retread Rubber and Ancillary Products Price Increase in Response to Rising Raw Material and Freight Costs

Dear Bandag Dealer,

In response to current market dynamics, including rising raw materials, production, and transportation costs, Bridgestone Americas Tire Operations (BATO) will increase prices on all Bandag tread rubber and cushion by up to 13%, effective May 2, 2022. Additionally, Bridgestone will increase prices on all ancillary items respective to current market conditions.

The new pricing will be coupled with specific details on a credit by dealer* to offset 30 days of the additional cost. This credit will provide the dealer an opportunity to make fleet and end user customers aware of the increase, update their internal systems to accommodate the new pricing, and consume existing tread and cushion inventory.

Below is a list of updated materials that are now available online at BridgestoneMarketing.com as printed materials will not be provided.

- FAQ for Price Increase Announcement
- Tread Rubber & Misc. Materials Price List
- Reimbursement e-Book

IT Updates

Electronic versions of the price lists will be sent to point-of-sale software vendors MaddenCo and ASA on 4/29/22. If you use BASys Manufacturing, a raw material file will also be available on 4/29/22. Please contact these POS vendors to update your system. For all other POS vendors or support for BASys Manufacturing, please contact the Mobility Solutions Support Team at support@basys.online or (800) 523-6366, Option 2 to obtain a file electronically.

Best Regards,

A handwritten signature in black ink, appearing to read "Chris Ripani".

Chris Ripani
President, Commercial Truck and Retread
Bridgestone Americas

**Credit will be calculated based on a rolling 12-month average of tread rubber purchases between March 2021 and February 2022. Credit will be made to dealers on 6/1/2022.*

Bandag retreads
Effective August 1, 2022



Bridgestone Americas
Tire Operations, LLC
200 4th Avenue South
Nashville, TN 37201

DATE: June 30, 2022

To: U.S. Bandag Dealers

Subject: Bandag Price Increase Announcement

Dear Bandag Dealer,

Due to extraordinary increases in raw materials essential to the manufacturing of commercial retread rubber, coupled with other inflation-impacted costs, Bridgestone Americas Tire Operations (BATO) will increase prices on all Bandag tread rubber, cushion and some ancillary items up to 15% effective August 1st, 2022.

Below is a list of updated materials that will be made available online by July 17th, 2022 at BridgestoneMarketing.com as printed materials will not be provided.

- Tread Rubber & Misc. Materials Price List
- Reimbursement e-Book

IT Updates

Electronic versions of the price lists will be sent to point-of-sale software vendors MaddenCo and ASA by 7/17/22. If you use BASys Manufacturing, a raw material file will also be available by 7/17/22. Please contact these POS vendors to update your system. For all other POS vendors or support for BASys Manufacturing, please contact the Mobility Solutions Support Team at support@basys.online or (800) 523-6366, Option 2 to obtain a file electronically.

Best Regards,

A handwritten signature in black ink, appearing to read "Chris Ripani".

Chris Ripani
President, Commercial Truck and Retread
Bridgestone Americas

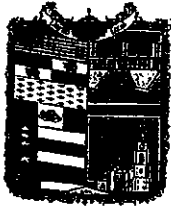
September 1, 2021
10% Retread tires

Some Bandag Products

As of Sept. 1, the company increased prices up to 10% on various Bandag products in the U.S and Canada.

Bridgestone Americas announced it will increase prices up to 10% for Bandag products including treads, cushion and ancillary items sold in the U.S. and Canada, effective Sept. 1. All orders, regardless of backorder status, will reflect this increase immediately. Members of the commercial sales team are contacting customers directly to provide more information about the changes, the company says.

Bridgestone says the price adjustment is necessary as it continues to navigate current market dynamics. The company is committed to minimizing the impact of increased business costs on customers and continues to look for new opportunities to engineer efficiency into the business, Bridgestone says.



City of Laredo
Purchasing Division
LETTER OF AWARD

November 2, 2021

Mr. Richard Conwill
Southern Tire Mart
13501 Regional Drive
Laredo, Texas 78045

Re: Recapped Tires – Fleet Department
Contract FY22-002

Dear Mr. Conwill,

This is to inform you that contract FY22-002 was approved by City Council on November 1, 2021. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing:

Description	Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	\$ 159.00
Spot Repairs	No Charge
120 Repairs	\$ 5.00
124 Repairs	\$ 9.00
140 Repairs	\$ 11.00
Nail Hole Repairs	\$ 3.00

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

City Council

Meeting Date: 11/01/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to award contract FY22-002 for the purchase of recapped tires for the City's fleet vehicles to Southern Tire Mart, Laredo, Texas, in an amount up to \$250,000.00. This vendor is being recommended for a contract award based on the best value evaluation criteria. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three (3) additional one (1) year periods upon mutual agreement of the parties. All recapped tires will be purchased on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The city received two (2) bids through Cit-E-Bid for awarding an annual contract to purchase 11R22.5 recapped tires for city vehicles. All recapped tires will be secured on an as-needed basis. Staff has reviewed the proposals submitted and is recommending awarding the contract to Southern Tire Mart utilizing the best evaluation criteria. Southern Tire Mart will deliver from their local store.

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

to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

In determining the **best value** for the City of Laredo the following factors were considered by the Fleet Department, in accordance with corresponding weights, in the evaluating proposals:

	Weighted %
Best Price Schedule	60
Delivery of Supplies	20
References & Prior Contracts	20

Final Evaluation Score:

Vendor	Evaluation Scores
Southern Tire Mart	93.67
The Goodyear Tire & Rubber Company	76.67

Pricing Summary:

Description	Quantity	The Goodyear Tire & Rubber Company Unit Price	Southern Tire Mart Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	900	\$152.00	\$159.00
Spot Repairs	1	No Bid	No Charge
120 Repairs	1	No Bid	\$5.00
124 Repairs	1	No Bid	\$9.00
140 Repairs	1	No Bid	\$11.00
Nail Hole Repairs	1	No Bid	\$3.00
BuyBack Payment Price for old tire castings (Paid to the City) other than 11R22.5			\$60.00
Delivery after receipt of order		14 Days	1 to 3 Working Days

A complete bid tabulation and final evaluation score is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded to the bidder with the highest Best Value score.

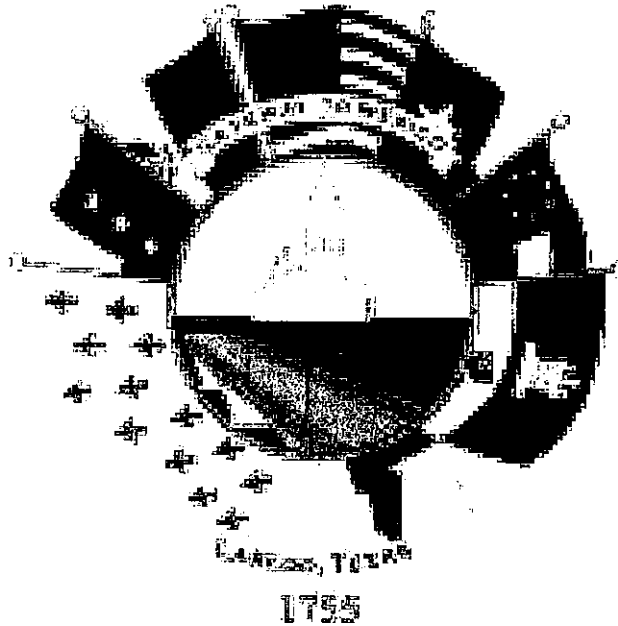
	Fiscal Impact
Fiscal Year:	2022
Budgeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance
Account #:	59328105332072
Change Order: Exceeds 25% Y/N:	

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 FY22-002
FY22-002 Contract
FY22-002 Final Evaluation Matrix



FY22-002

Southern Tire Mart, LLC

Southern Tire Mart, LLC

Supplier Response

Event Information

Number: FY22-002
Title: FY22-002 Recapped Tires - Fleet Department
Type: Request For Proposal
Issue Date: 9/20/2021
Deadline: 10/13/2021 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

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com
Web Address: www.stmtires.com

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

Richard Conwill

Signature

Submitted at 10/5/2021 9:33:04 AM

richard.conwill@stmtires.com

Email

Response Attachments

FY22-002 Signed Recapped tires.pdf

Signed Bid documents

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) Southern Tire Mart, LLC
3	Print Name of person authorized to sign bid Richard Conwill
4	Title Director of Government Sales
5	Business Address 800 Highway 98 Byp
6	City, State, Zip Code Columbia, MS 39429
7	Telephone Number (877) 786-4681

8	Federal Tax ID Number	<input type="text" value="06-1689011"/>
9	Bidders Principal/Corporate Place of Business Address	<input type="text" value="800 Highway 98, Columbia, MS 39429"/>
10	Indicated Status of Business	<input type="text" value="Other"/>
11	If other state business status	<input type="text" value="Limited Liability Company"/>
12	State how long under its present business name	<input type="text" value="18 years"/>
13	If applicable, list all other names under which the Business identified above operated in the last five years	<input type="text" value="N/A"/>
14	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?	<input type="text" value="Yes"/>
15	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract?	<input type="text" value="No"/>
16	Question 2 Is any litigation pending against the Business?	<input type="text" value="No"/>
17	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?	<input type="text" value="No"/>
18	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.	<input type="text" value="N/A"/>
19	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?	<input type="text" value="No"/>

20	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <input type="text" value="No"/>
21	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <input type="text" value="No"/>
22	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
23	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
24	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
25	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
26	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.
27	Historically Underutilized Business (HUB) <input type="text" value="No"/>
28	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
29	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
30	Other: Please specify <input type="text" value="N/A"/>

3 1	Questionnaire Description <p>"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".</p>
3 2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid <p>Southern Tire Mart, LLC, 800 Highway 98, Columbia, MS 39429, 877-786-4681 Phone, Richard Conwill, Director of Government Sales,</p>
3 3	State how long under has the business been in its present business name <p>18 Years</p>
3 4	If applicable, list all other names under which the Business identified above operated in the last five years <p>None</p>
3 5	State if the Company is a certified minority business enterprise <p>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.</p>
3 6	Questions Part 1 <p>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?</p> <p>No</p>
3 7	Questions Part 2 <p>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?</p> <p>No</p>
3 8	State if the Company is a certified minority business enterprise <p>This company is not a certified minority business</p>

39	Conflict of Interest Disclosure	<p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 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.</p>
40	Conflict of Interest Questionnaire Form CIQ	<p>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>
41	Conflict of Interest Questionnaire	<p>Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?</p> <p><input type="text" value="Yes"/></p>
42	Disclosure Form	<p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
43	This is a	<p><input type="text" value="Update to previous submission"/></p>
44	Question 1. Name of person submitting this disclosure form	<p>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)</p> <p><input type="text" value="Richard Conwill"/></p>
45	Question 2. Contract Information	<p>Please include the following: a)Contract or Project Name b)Originating Department</p> <p><input type="text" value="Recapped Tires - Fleet Department"/></p>
46	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)	<p><input type="text" value="Southern Tire Mart, LLC"/></p>

47	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
48	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>
49	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
50	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>
51	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
52	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>
53	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
54	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>
55	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.

56	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? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
57	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>
58	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. <input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)
59	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. <input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)
60	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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)
61	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Richard Conwill, Director of Government Sales, Southern Tire Mart, LLC 10/05/2021</div>
62	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. <input checked="" type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)
63	Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Okay</div>
64	Terms and Conditions Request for Proposals TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

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

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

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

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

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

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

3.0 SUBMISSION OF PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
 - (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**
- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
 - (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
 - (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

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

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

with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

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

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

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

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

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

mpescador@ci.laredo.tx.us. Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

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

8.0 VENDOR DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

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

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of

a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

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

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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

6 References

References- Three (3) (Please provide agency name, contract name, address, phone number and email. (20 Points)

☒ Yes (Yes)

Bid Lines

1 Package Header

Section I: Recapped Tires (60 Points)

Quantity: 1 UOM: PKG

Total: \$143,128.00

Manufacturer: _____

Item Notes: _____

Package Items

1.1 11R22.5 - 27/32 Thread Depth

Recapped Tires as per Specs.

Quantity: 900 UOM: EA

Price: \$159.00

Total: \$143,100.00

Supplier Notes: Bandag BLSS

1.2 Spot Repairs

Quantity: 1 UOM: EA

Price: \$0.00

Total: \$0.00

Supplier Notes: No charge

1.3 120 RepairsQuantity: 1 UOM: EA Price: \$5.00 Total: \$5.00**1.4 124 Repairs**Quantity: 1 UOM: EA Price: \$9.00 Total: \$9.00**1.5 140 Repairs**Quantity: 1 UOM: EA Price: \$11.00 Total: \$11.00**1.6 Nail Hole Repair**Quantity: 1 UOM: EA Price: \$3.00 Total: \$3.00**2 Package Header****Option 1 Buyback**Quantity: 1 UOM: PKG Total: \$60.00

Manufacturer: _____

Item Notes:

Package Items**2.1 Buyback payment price for old tire castings (Paid to the City)**

Other than 11R22.5

Quantity: 1 UOM: EA Price: \$60.00 Total: \$60.00Supplier Notes: See the attached Buyback breakdown**3 Package Header****Delivery Supplies (20 Points)**Quantity: 1 UOM: PKG Total: \$1.00

Manufacturer: _____

Item Notes:

Package Items**3.1**

The vendor agrees to perform delivery of supplies in a timely manner. Delivery will be completed within a minimum _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$1.00 Total: \$1.00Supplier Notes: 1 to 3 working days**Response Total: \$143,189.00**

Southern Tire Mart, LLC
1101 A Beltway Parkway
Laredo, TX 78045

Phone 956-718-1050
gov-sales@stmtires.com
CITY OF LAREDO
PURCHASING DIVISION



CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS

RECAPPED TIRES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual supply contract for the purchase of recapped tires for the Fleet Department.

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

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on October 13, 2021; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on October 14, 2021.

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

Proposal: Recapped Tires – Fleet Department
FY22-002

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
---	---

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

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

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a one-year contract for the purchase of recapped tires for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx>. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on October 13, 2021, and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on October 14, 2021.

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

**Proposal: Recapped Tires – Fleet Department
FY22-002**

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

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

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 20th DAY OF SEPTEMBER 2021.


Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

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

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

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

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

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

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.
- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
- 4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:
 - (a) Vendor misstates or conceals any material fact in the proposal.
 - (b) Proposal does not strictly conform to the law or the requirements of the proposal.
 - (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
 - (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
 - (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
 - (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
 - (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
 - (h) The City may waive any minor informalities or irregularities in any proposal.
- 5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
- 7.0 CLARIFICATION AND PROTEST PROCEDURE**
 - (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
 - (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

**CITY OF LAREDO
PURCHASING DIVISION**

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador
5512 Thomas Avenue
Laredo, Texas 78041
mpescador@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT The contract will be awarded based on (Best Value) and in accordance with the provisions of Chapter 252 and 271 of the 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."

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

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;

**CITY OF LAREDO
PURCHASING DIVISION**

- (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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 proposal schedule.

All invoices shall be mailed to:

Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us

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

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal 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 proposal 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal 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 Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

CITY OF LAREDO
PURCHASING DIVISION

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.

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

Certificate of Interested Parties (Form 1295)

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

**Request for Proposal
Recapped Tires
Fleet Department**

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual supply contract for the purchase of recapped tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this proposal shall be submitted through Cit-E-Bid or by email no later than, September 27, 2021, 2:00 PM, to: Email: esaldape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 724-6455	rmiller@ci.laredo.tx.us

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

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

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

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

16.0 Contract Provisions

16.1 The bidder shall quote prices F.O.B. freight included, City of Laredo of Maintenance Division located at 1102 Bob Bullock Loop, Laredo, Texas 78043. Pickup shall be made at this same location.

17.0 Applicable Specifications

Acceptable retreading applications Bandag BDYI and Michelin XDY1 or approved equal. (Severe service Tread)

17.1 The City of Laredo shall furnish the 11R22.5 casings and may be picked up by the award contract vendor at the Fleet Maintenance Shop located at 1102 Bob Bullock loop.

17.2 There will be no additional costs once contract price is set.

17.3 All rejected tire casings will be returned to the City of Laredo Fleet Maintenance Shop.

18.0 Payment and Invoicing

18.1 All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

**CITY OF LAREDO
PURCHASING DIVISION**

- 18.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.
- 18.3 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.
- 19.0 Delivery or Pickup**
The contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 8:00 AM to 5:00 PM; delivery shall be completed by 5:00PM. Any delivery either before or after normal delivery hours must be approved by city personnel.
- 19.1 Contractor shall furnish a delivery or pickup receipt that must be signed by an authorized city personnel.
- 20.0 Term of Contract**
The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.
- 20.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.
- 21.0 Award of Contract**
This contract will be awarded based on Best Value and in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible proposal as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
- 21.1 Disclosure of Interested Parties
Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity.

**CITY OF LAREDO
PURCHASING DIVISION**

Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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

22.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide supplies. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

- 22.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

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

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Bid Price Schedule - Pricing (24.1 & 24.2)	60
II	Delivery of Supplies (24.3)	20
III	References & Prior Contracts (Minimum of 3) (24.4)	20
	Total	100

Rating of Definitions for 10 point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	

**CITY OF LAREDO
PURCHASING DIVISION**

80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Bid Price Schedule - Pricing (24.1 & 24.2)	60	50%	30.00
II	Delivery of Supplies (24.3)	20	60%	12.00
III	References & Prior Contracts (Minimum of 3) (24.4)	20	80%	16.00
Total Score				58.00

23.0 Required Submittals

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

24.0 Tab B Price Schedule (60 Points)

24.1 Recapped Tires Price Schedule

Item	Description	Est. Qty.	Unit Price	Total	Type of Recapping Method
1	11R22.5 - 27/32 Thread Depth Recapped Tires as per Specs.	Bandag 900	BLSS \$ 159.00	\$ 143,000.00	Bandag Manufacturing
2	Spot Repairs	1	\$ N/C	\$ N/C	Bandag Manufacturing
3	120 Repairs	1	\$ 5.00	\$ 5.00	Bandag Manufacturing
4	124 Repairs	1	\$ 9.00	\$ 9.00	Bandag Manufacturing
5	140 Repairs	1	\$ 11.00	\$ 11.00	Bandag Manufacturing
6	Nail Hole Repair	1	\$ 3.00	\$ 3.00	Bandag Manufacturing
Total Section I				\$ 143,028.00	

24.2 Optional: Buyback payment price for old tire casings (Paid to City) \$ See attached **(other than 11R22.5)**

24.3 Delivery of Supplies (20 Points)

The vendor agrees to perform delivery of supplies in a timely manner. Delivery will be completed within a minimum 1-3 working days after receipt of order. Retread plant location from City of Laredo 12.5 miles.

**CITY OF LAREDO
PURCHASING DIVISION**

24.4 References- Three (3) (Please provide agency name, contract name, address, phone number and email. (20 Points))

redo ISD, Vehicle Maintenance, Repairs, Tires & Service, 1702 Houston Stret, Rm 101, Laredo, TX 78040 Raul
urcia rgarcia.laredoisd.org 956-273-1076

ebb County, Repairs and Maintenance, Tires, 1110 Washington St., Ste 203, Laredo, TX 78040, Juan Guerrero,
guerrero@webbcountytx.gov, 956-523-4125

nited ISD, Tires, 3501 E. Saunders, Laredo, TX 78041, Cordelia Flores-Jackson, jmgusman@uisd.net, 956-473-7950

*******Documentation can be uploaded on to Cit-E-Bid*******

25.0 Price Adjustment*****

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

26.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

CITY OF LAREDO
PURCHASING DIVISION

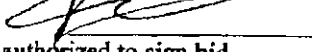
27.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

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

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

Name of Offeror (Business) Southern Tire Mart, LLC

Signature  Date 09/29/2021
of person authorized to sign bid

Print Name Richard Conwill
of person authorized to sign bid

Title: Director of Government Sales

Business Address: 1101A Beltway Parkway

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 877-786-4681 Fax Number: 601-651-0655

Contact Person Email Address: Richard Conwill, richard.conwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Highway 98, Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 18 Years

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☐

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

**CITY OF LAREDO
PURCHASING DIVISION**

28.0 Tab C- 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Southern Tire Mart, LLC
Columbia, MS United States

Certificate Number:
2021-806539

Date Filed:
09/27/2021

Date Acknowledged:

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

City of Laredo

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

FY22-002
Recapped Tires

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Duff, James	Columbia, MS United States	X	
	Duff, Thomas	Columbia, MS United States	X	

5 Check only if there is NO Interested Party.

☐

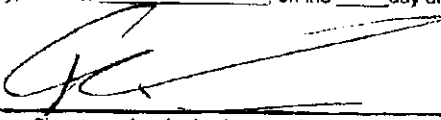
6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 9/10/50.

My address is 800 Highway 98, Columbia, MS, 39429, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Marion County, State of MS, on the 29 day of Sept., 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

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

Name

Signature

9/29/2021

Date

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

29.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {} Mississippi
COUNTY OF WEBB {} Marion

Richard Conwill

Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(a Partner or officer of the firm of, etc.)

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

Signature of:

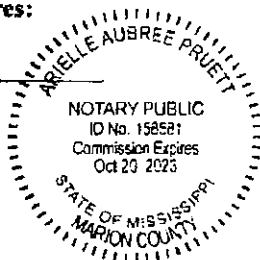
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 29 day of Sept. 20 20.

Arielle A. Pruett
Notary Public

My commission expires:

10/20/23



CITY OF LAREDO
PURCHASING DIVISION

30.0 Tab E



City of Laredo
Discretionary Contracts Disclosure

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

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

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

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

Richard	B	Conwill	Mr.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Recapped Tires

b) Originating Department(s): Fleet Department

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

Richard Conwill			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

CITY OF LAREDO
PURCHASING DIVISION

entity listed in Question 3

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

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

individuals.

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☒ Updates Required

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

☒ No Contract with City Officials or Staff during Contract Evaluation

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

***Oath**

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

Richard Conwill

Name (Print)

Southern Tire Mart, LLC

Company or DBA

Signature

Title Director of Government Sales

09/29/2021

Date

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

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

CITY OF LAREDO
PURCHASING DIVISION

31.0 Tab F – 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

31.1 Certificate of Interested Parties (Form 1295):

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

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

31.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																										
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																										
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.																																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:35%; text-align: center;">4 Name of Interested Party</th> <th rowspan="2" style="width:25%; text-align: center;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: center;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:15%; text-align: center;">Controlling</th> <th style="width:15%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																								
		Controlling	Intermediary																																							
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																										
6 AFFIDAVIT <div style="text-align: right; margin-top: 10px;"> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. </div> <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-top: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>																																										
ADD ADDITIONAL PAGES AS NECESSARY																																										

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

***** Does not need to be Notarized *****

CITY OF LAREDO
PURCHASING DIVISION

32.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on October 13, 2021; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on October 14, 2021.

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

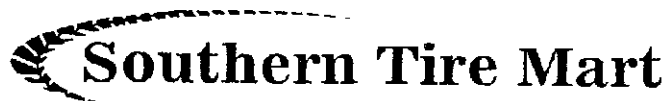
**Proposal: Recapped Tires - Fleet Department
FY22-002**

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

or

Hand Delivered:

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



CASING PURCHASE PRICE LIST
April 1, 2021

Virgin Only!!!		#1 CASINGS	#1 CASINGS
SIZE	TIRE BRANDS	1-4 YEARS	5-6 YEARS
315/80R22.5	BST,GDYR,MICH	\$80	NOT NEEDED
315/80R22.5	BFG,CONT,FST,GEN,YOK	\$40	NOT NEEDED
315/80R22.5	MIXED BRANDS	NOT NEEDED	NOT NEEDED
11R22.5	BST,GDYR,MICH	\$50	NOT NEEDED
11R22.5	BFG,CONT,FST,GEN,YOK	\$40	NOT NEEDED
11R22.5	MIXED BRANDS	NOT NEEDED	NOT NEEDED
LP22.5	BST,GDYR,MICH	\$55	NOT NEEDED
LP22.5	BFG,CONT,FST,GEN,YOK	\$30	NOT NEEDED
LP22.5	MIXED BRANDS	\$25	\$20
255/70R22.5	ALL BRANDS	NOT NEEDED	NOT NEEDED
10R22.5	ALL BRANDS	NOT NEEDED	NOT NEEDED
11R24.5	BST,GDYR,MICH	\$25	NOT NEEDED
11R24.5	BFG,CONT,FST,GEN,YOK	NOT NEEDED	NOT NEEDED
11R24.5	MIXED BRANDS	NOT NEEDED	NOT NEEDED
LP24.5	ALL BRANDS	NOT NEEDED	NOT NEEDED
10.00R20	ALL BRANDS	NOT NEEDED	NOT NEEDED
10.00X20	MIXED BRANDS	NOT NEEDED	NOT NEEDED
9.00R20	ALL BRANDS	NOT NEEDED	NOT NEEDED
10.00R15	ALL BRANDS	NOT NEEDED	NOT NEEDED

A #1 Casing is a virgin casing with no major repairs and a maximum of one nail hole.
 No sidewall scarring, weather cracking or bead problems.

Southern Tire Mart does not purchase casings over six (6) years old.

Radial Tires that have been retreaded once will be credited at a maximum of 50%
 of corresponding premium #1 value, listed above.

**ALL CASINGS MUST BE RETREADED AND FINAL INSPECTED BEFORE CREDITS
 OR CHECKS ARE MADE.**