FY24-086
RAMSA
RAMSA
Supplier Response

Event Information

Number: FY24-086
Title: FY24-086 Electric Motor Repairs - Utilities Department
Type: Request For Proposal
Issue Date: 6/21/2024
Deadline: 7/15/2024 05:00 PM (CT)
Notes: **Utilities Department point of contacts:**

Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

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

RAMSA Information

Contact: Raul Mireles
Address: 207 W RYAN ST
LAREDO
LAREDO, TX 78041
Phone: (956) 999-4263
Email: RAMSAELECTROMECHANIC@YAHOO.COM

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

RAUL MIRELES SALINAS
Signature

ricardoramsa@yahoo.com
Email

Submitted at 7/15/2024 02:11:10 PM (CT)

Response Attachments

scan_20240715134417.pdf

ATTACHMENT

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** RAMSA ELECTROMECHANIC INC, RAUL MIRELES SLAINAS, 9565681497
4	**State how long under has the business been in its present business name** 12 YEARS
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N0
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 **Questions Part 1**

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

NO

8 **Questions Part 2**

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

NO

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

Historically Underutilized Business (HUB)

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 **Conflict of Interest Questionnaire Form CIQ**

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

12 **Conflict of Interest Questionnaire**

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

Yes

13 **Construction Contract**

Construction Contract Requires Acknowledgement

☑ Acknowledge

14 **Disclosure Form**

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

15 **This is a**

New Submission

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

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

RAUL MIRELES SALINAS

17 **Question 2. Contract Information**

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

FY24-086 Electric Motor Repairs - Utilities Department

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

RAMSA ELECTROMECHANIC INC

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

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

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

Not Applicable

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

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

No response

27 **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.

28 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

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

☑ I have read and understand this section

31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date RAUL MIRELES SALINAS PRESIDENT RAMSA ELECTROMECHANIC INC
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

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

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

☑ I will comply with this form

40 **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 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 If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate 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 Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@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 Reponses 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 Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@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. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). 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. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, 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.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

41 **Insurance Terms and Conditions**

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

42

Disqualification & Debarment Certification

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

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

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

☑ I certify to the terms and conditions

4
3

Contract Requirements

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

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

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

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

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

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

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

☑ I have read and understand this section

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

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

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

☑ I have read and understand this section

45 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

46 **Contractor's Profile & Qualifications (Max 25 Points)**

Contractor's Profile & Qualifications (Max 25 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

********Documentation Shall Be Uploaded onto Cit-E-Bid**********

☑ Yes

47 **Motor Repair Experience and Location (Max 20 Points)**

Motor Repair Experience and Location (Max 20 Points)

Describe you past motor repair experience.
Location.

********Documentation Shall Be Uploaded onto Cit-E-Bid**********

☑ Yes

48 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

Describe you past business relationship with the City of Laredo.
Feedback from existing clients. Provide a minimum of three references.

********Documentation Shall Be Uploaded onto Cit-E-Bid**********

☑ Yes

Bid Lines

1 **Package Header**

Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $5,229.00

Item Notes:

Package Items

1.1 HP: 1/8
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $100.80 Total: $100.80

1.2 HP: 1/6
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $100.80 Total: $100.80

1.3 HP: 1/3
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.4 HP: 1/3
Volts: 115.00
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.5 HP: 1/3
Volts: 115.00
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.6 HP: 1/3
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $111.60 Total: $111.60

1.7 HP: 1/4
Volts: 115/230
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $103.50 Total: $103.50

1.8 HP: 1/4
Volts: 115.00
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $103.50 Total: $103.50

1.9 HP: 3/4
Volts: 115.00
Frame: 48-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $126.90 Total: $126.90

1.10 HP: 3/4
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $126.90 Total: $126.90

1.11 HP: 3/4
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $126.90 Total: $126.90

1.12 HP: 1.0
Volts: 115/230
Frame: XA48Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $206.10 Total: $206.10

1.13 HP: 1 1/2
Volts: 115/230
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $206.10 Total: $206.10

1.14 HP: 2
Volts: 208/230/460
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $248.40 Total: $248.40

1.15 HP: 2
Volts: 115/230
Frame: 182-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $248.40 Total: $248.40

1.16 HP: 2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $248.40 Total: $248.40

1.17 HP: 3
Volts: 230/460
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.18 HP: 3
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.19 HP: 3
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.20 HP: 3
Volts: 560.00
Frame: 225.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.21 HP: 3
Volts: 230/460
Frame: 254.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $280.80 Total: $280.80

1.22 HP: 5
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $319.50 Total: $319.50

1.23 HP: 5
Volts: 220/440
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $319.50 Total: $319.50

1.24 HP: 7 1/2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $365.40 Total: $365.40

1.25 HP: 9.40
Volts: 440 (sub. pump)

Quantity: 1 UOM: Repair Cost with New Bearing Price: $427.50 Total: $427.50

2 **Package Header**

Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $11,718.90

Item Notes:

Package Items

2.1 HP: 10
Volts: 230/460
Frame: 215-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $382.50 Total: $382.50

2.2 HP: 10
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $382.50 Total: $382.50

2.3 HP: 15
Volts: 220/440
Frame: 364-U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.4 HP: 15
Volts: 220/440
Frame: 324-C

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.5 HP: 15
Volts: 208/22/440
Frame: 326-SSO

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.6 HP: 15
Volts: 220/440
Frame: 326.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.7 HP: 15
Volts: 220/440
Frame: 324.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.8 HP: 15
Volts: 230.00
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.9 HP: 20
Volts: 220/440
Frame: 286-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $502.20 Total: $502.20

2.10 HP: 20
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $502.20 Total: $502.20

2.11 HP: 25
Volts: 220/440
Frame: 365.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $540.90 Total: $540.90

2.12 HP: 30
Volts: 209/220/440
Frame: 326-UP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.13 HP: 15
Volts: 230/460
Frame: 254-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.14 HP: 15
Volts: 230/460
Frame: 254-JP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $442.80 Total: $442.80

2.15 HP: 20
Volts: 220/440
Frame: 364.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $502.20 Total: $502.20

2.16 HP: 25
Volts: 220/440
Frame: 284.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $540.90 Total: $540.90

2.17 HP: 30
Volts: 209/220
Frame: 294.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.18 HP: 30
Volts: 440.00
Frame: 286.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.19 HP: 30
Volts: 440.00
Frame: 405.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $570.60 Total: $570.60

2.20 HP: 40
Volts: 230/460
Frame: 326U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $753.30 Total: $753.30

2.21 HP: 40
Volts: 230/460
Frame: 365U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $753.30 Total: $753.30

2.22 HP: 60
Volts: 220/240
Frame: 364TS

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,034.10 Total: $1,034.10

3 Package Header

Section III: 60 To 100 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $24,913.80

Item Notes:

Package Items

3.1 HP: 60
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,370.70 Total: $1,370.70

3.2 HP: 75
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,576.80 Total: $1,576.80

3.3 HP: 95
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,501.10 Total: $2,501.10

3.4 HP: 100
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,501.10 Total: $2,501.10

3.5 HP: 125
Volts: 460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,664.90 Total: $2,664.90

3.6 HP: 200
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,918.70 Total: $2,918.70

3.7 HP: 300
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $3,141.00 Total: $3,141.00

3.8 HP: 350
Volts: 230.00
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $3,480.30 Total: $3,480.30

3.9 HP: 400
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,759.20 Total: $4,759.20

Response Total: $41,861.70

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

ELECTRIC MOTOR REPAIRS
UTILITIES 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 Proposals and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities 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 July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 AM at the Office of the City Secretary on July 16, 2024.**

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

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

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 Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities 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 July 15, 2024**; and all proposals received will be opened and **acknowledged at 11:00 A.M.** at the Office of the City Secretary on **July 16, 2024.**

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Proposal: Electric Motor Repairs – Utilities Department
FY24-086

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 Mario I. Maldonado 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 21st DAY OF JUNE 2024.

For: Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a 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 the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the 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 the City of Laredo no less than seventy-two hours before 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 include the date and hour of the Proposal opening and the material or services. The 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 proposals 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 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 the 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. The 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, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The 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 the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer 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 the Cit-E-Bid system under the 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, the 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 before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, 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 proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a 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 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 the 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 Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the 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 proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the propsal 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 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 the 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 limitations. 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 the proposal. The place of delivery shall be outlined 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 the 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 the list, then list prices must appear on the 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

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/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:

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

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

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
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 the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

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

Request for Proposals
Electric Motor Repairs
Utilities Department

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contracts for electric motor repair services for the City of Laredo Utilities Department. Copies of the proposal 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

16.0 Point of Contact

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Utilities Department point of contacts:
Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

16.1 All questions for this proposal shall be uploaded through in Cit-E-Bid before July 3, 2024, 2:00 P.M.

17.0 General Conditions

17.1 Bidders are required to submit their proposals 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.

17.2 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.

18.0 General Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

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

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

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City of Laredo Utilities division authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

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

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

19.0 General Repair Specifications

19.1 The contract vendor will be required to pay for all shipping and freight charges (outbound/inbound).

19.2 All electric motors requiring machine shop work and/or motor associated parts must first be cleared with the respective department for their approval to charge the machine shop work to the total repairs.

19.3 Installation will be done by the City.

19.4 Bidder must fill in the necessary information pertaining to discounts, price list, and schedule.

19.5 Bidder must bid on all items in each section. Incomplete proposals will not be considered.

19.6 All prices are to include:
Cost of tear-down
Rewind
Dip in varnish
Bake
Re-assemble
Test-run
Repainted: water treatment motors- sky blue, wastewater treatment- gray

19.7 Turn – around time shall not exceed 5 Days.

(Per unit) _____24_____ (hours)

19.8 All repaired electric motors must have a 12-month warranty.

19.9 Bidder must specify whether other frame sizes not in this proposal should be priced on an individual basis or priced as to the closest frame size in proposal.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

20.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

21.0 Shipment

Shipment preparations shall include the following:

21.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

21.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

21.3 All pump openings shall be covered adequately to protect pump during shipment.

21.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

21.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

21.6 City of Laredo reserves the right to inspect the motor at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

21.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

21.8 Emergency work charged to overtime hours for all labor must be authorized by City of Laredo prior to commencement.

21.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

22.0 Documentation

22.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

22.2 If the existing motor nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

22.3 Contractor shall provide projected completion and delivery dates with each repair estimate.

22.4 The Contractor must own and operate a fully specialized electric motor repair shop to include specialized equipment-machinery needed to successfully perform the overall repairs of all the motors. The shop facilities location must be within a 150 miles radius from the City of Laredo and in the State of Texas. Also, said shop been must have at minimum 5 years in operations. The city reserves the right to inspect the shop facility to determined compliance with this requirement for proposal acceptance consideration.

22.4.1 Successful bidder will be required to submit 3 reference letters from present or past customers recommending their company's customer satisfaction.

23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: 5 Days

24.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 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.

25.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

26.0 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. **There will be one primary vendor and one secondary for this contract.**

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."

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.

26.1 Disclosure of Interested Parties

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

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

27.0 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 services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

27.1 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:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (as per 29.0)	25
II	Motor Repair Experience & Shop Location (as per 30.0)	25
III	Pricing (as per 31.0)	20
IV	The bidder's Current & Past Contracts Compliance Experienced (as per 32.0)	30
	Total	100

Rating of Definitions for Percentage 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	
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	% Meeting Criteria	Sample Points
I	Contractor's Profile & Qualifications (as per 29.0)	25	70%	17.5
II	Motor Repair Experience & Location (as per 30.0)	25	60%	15.0
III	Pricing (as per 31.0)	20	80%	16.0
IV	The bidder's Current & Past Contracts' Compliance Experienced (as per 32.0)	30	90%	27.0
			Total Raw Score	75.5

28.0 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 shall be uploaded on to Cit-E-Bid.**

29.0 Contractor's Profile & Qualifications (Max 25 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

29.1 Provide an overview of your company (years in service, number of employees, etc.).

34 Years From Experience, 10 Employees

29.2 List of specialized equipment which will be used to comply with this contract obligation.

We have immersion vernish tank, two natural gas furnaces, coil making machine, 5 ton stationary traveling crane 10,000 lbs forklift, stock in bearings, seals, fans, junction boxes, machining area three lathes, welding machine milling machine. We also have 2 service trucks with their 4,000 and 6,000 lbs cranes. And equipment for testing electric motors such as the megger 500 megaomhs, ammeters, dashboards for testing at reduced voltage ph3, 480 Volts, etc.

29.3 Location of specialized motor repair shop.

We are located at 207 West Ryan St, Laredo Texas, 78041.

********Documentation Shall Be Uploaded onto Cit-E-Bid**********

30.0 Motor Repair Experience and Location (Max 20 Points)

30.1 Describe you past motor repair experience.

WE HAVE WORKED WITH VERTICAL AND HORIZONTAL ELECTRIC MOTORS FOR MORE THAN 30 YEARS. WE HAVE STOCK OF PARTS FOR REQUIREMENTS THAT OCCUPY THEMOTORS AS WELL AS THE TEAM TO PROVIDE COMPLETE SERVICE TO THE MOTORS.

30.2 Location.

PHYSICAL ADDRESS:
207 W RYAN ST
LAREDO, TX 78041

*******Documentation Shall Be Uploaded onto Cit-E-Bid**********

31.0 Price Schedule (Max 20 Points)

31.1 Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	1/8	115.00	48.00	$ 100.80	SKF
2.0	1/6	115.00	48.00	$ 100.80	SKF
3.0	1/3	115/230	56.00	$ 111.60	SKF
4.0	1/3	115.00	56.00	$ 111.60	SKF
5.0	1/3	115.00	48.00	$ 111.60	SKF
6.0	1/3	230/460	56.00	$ 111.60	SKF
7.0	1/4	115/230	56-Z	$ 103.50	SKF
8.0	1/4	115.00	56-Z	$ 103.50	SKF
9.0	3/4	115.00	48-Y	$ 126.90	SKF
10.0	3/4	115/230	56.00	$ 126.90	SKF
11.0	3/4	230/460	56.00	$ 126.90	SKF
12.0	1.0	115/230	XA48Y	$ 206.10	SKF
13.0	1 1/2	115/230	145-T	$ 206.10	SKF
14.0	2	208/230/460	145-T	$ 248.40	SKF
15.0	2	115/230	182-T	$ 248.40	SKF
16.0	2	220/440	213.00	$ 248.40	SKF
17.0	3	230/460	215.00	$ 280.80	SKF
18.0	3	220/440	213.00	$ 280.80	SKF
19.0	3	230/460	182.00	$ 280.80	SKF
20.0	3	560.00	225.00	$ 280.80	SKF
21.0	3	230/460	254.00	$ 280.80	SKF
22.0	5	230/460	182.00	$ 319.50	SKF
23.0	5	220/440	215.00	$ 319.50	SKF
24.0	7 1/2	220/440	213.00	$ 365.40	SKF
25.0	9.40	440 (sub. pump)		$ 427.50	SKF
			Total	$ 5,229.00	

Company Name: RamsaElectromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 West Ryan St, Laredo Texas 78041

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature:

Company Representative's Name: Raul Mireles Salinas

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

31.2 Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	10	230/460	215-T	$ 382.50	SKF
2.0	10	230/460	256-T	$ 382.50	SKF
3.0	15	220/440	364-U	$ 442.80	SKF
4.0	15	220/440	324-C	$ 442.80	SKF
5.0	15	208/22/440	326-SSO	$ 442.80	SKF
6.0	15	220/440	326.00	$ 442.80	SKF
7.0	15	220/440	324.00	$ 442.80	SKF
8.0	15	230.00	256-T	$ 442.80	SKF
9.0	20	220/440	286-Y	$ 502.20	SKF
10.0	20	230/460	256-T	$ 502.20	SKF
11.0	25	220/440	365.00	$ 540.90	SKF
12.0	30	209/220/440	326-UP	$ 570.60	SKF
13.0	15	230/460	254-T	$ 442.80	SKF
14.0	15	230/460	254-JP	$ 442.80	SKF
15.0	20	220/440	364.00	$ 502.20	SKF
16.0	25	220/440	284.00	$ 540.90	SKF
17.0	30	209/220	294.00	$ 570.60	SKF
18.0	30	440.00	286.00	$ 570.60	SKF
19.0	30	440.00	405.00	$ 570.60	SKF
20.0	40	230/460	326U	$ 753.30	SKF
21.0	40	230/460	365U	$ 753.30	SKF
22.0	60	220/240	364 TS	$ 1034.10	SKF
			Total	$ 11,718.90	

Company Name: RAMSA ELECTROMECHANIC INC

Owner/President Name: RAUL MIRELES SALINAS
Company Address: 207 W RYAN ST

City,State,ZipCode:LAREDO,TEXAS,78041

Company Authorized Representative's Signature: _____

Company Representative's Name: RAUL MIRELES SALINAS

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

31.3 Section III: 60 To 100 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	60	230/460	Any Frame	$ 1370.70	SKF
2.0	75	230/460	Any Frame	$ 1576.80	SKF
3.0	95	230/460	Any Frame	$ 2501.10	SKF
4.0	100	230/460	Any Frame	$ 2501.10	SKF
5.0	125	460	Any Frame	$ 2664.90	SKF
6.0	200	220/440	Any Frame	$ 2918.70	SKF
7.0	300	220/440	Any Frame	$ 3141.00	SKF
8.0	350	230.00	Any Frame	$ 3480.30	SKF
9.0	400	220/440	Any Frame	$ 4759.20	SKF
			Total	$ 24,913.80	

Company Name: RAMSA ELECTROMECHANIC INC

Owner/President Name: RAUL MIRELES SALINAS

Company Address: 207 W RYAN ST

City, State, Zip Code: LAREDO, TEXAS, 78041

Company Authorized Representative's Signature:

Company Representative's Name: RAMSA ELECTROMECHANIC INC

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

****All sections on this proposal will be awarded to one primary vendor and one secondary vendor based on the Best Value Criteria.****

32.0 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

32.1 Describe you past business relationship with the City of Laredo.

SINCE 4 TO 5 YEARS WE HAVE WORKING WITH CITY OF LAREDO WITH CLEAN WATER AND WASTE WATER AND WE HAVE GOOD WORKING RELATION

32.2 Describe you past business relationships with any other governmental agency.

WE HAVE WORKING WITH THE COUNTY AND THE SHERIFF DEPARTAMENT OF LAREDO

32.3 Feedback from existing clients. Provide a minimum of three references.

CITY OF ROMA / JOSE VELA - RAFAEL SAENZ (956)437-3707
CITY OF DEL RIO / CARLOS CANALES (830)775-0579
CITY OF EAGLE PASS / FRITSCHE (830)421-6570
CITY OF ZAPATA / VALDE (956)765-9975
HIDALGO COUNTY / PABLO ZAPATA (956)252-3100
CITY OF PHARR / RAYMUNDO QUINTANILLA (956)784-5384
LAREDO MEDICAL CENTER / GUILLERMO SANCHEZ (956)319-7954

33.0 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 proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

34.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

36.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal 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 proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal 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) RAMSA ELECTROMECHANIC INC

Signature _____ Date 07-12-2024
of person authorized to sign proposal

Print Name RAUL MIRELES SALINAS
of person authorized to sign proposal

Title: PRESIDENT

Business Address: 207 W RYAN ST

City, State, Zip Code: LAREDO, TEXAS, 78041

Telephone Number: (956)568-1497 Fax Number: _____

Contact Person Email Address: RAMSAELECTROMECHANIC@YAHOO.COM

Federal Tax ID Number: 45-5362037

Bidders Principal/Corporate Place of Business Address: 207 W RYAN ST

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

_____

_____

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

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

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.)

Hs 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

37.0 **Conflict of Interest Disclosure**

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

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

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

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

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

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

If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733

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

Name _____ Signature _____ 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.

OFFICE USE ONLY

Date Received

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

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

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

1 **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 pages to this Form CIQ as necessary.

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

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

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

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

_____ _____
Signature of person doing business with the governmental entity Date

CITY OF LAREDO
PURCHASING DIVISION

38.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Ramsa Electromechanic Inc / Raul Mireles Sr Mgr
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 15 day of July 20 24.

Notary Public

My commission expires:

July 17, 2025

VIR SANTILLAN NOTARY PUBLIC STATE OF TEXAS EXPIRES JULY 17, 2025 NOTARY ID: 11389455

39.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s):

b) Originating Department(s):

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

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

entity listed in Question 3

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

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

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

individuals.

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☑ **Updates Required**

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

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

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

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

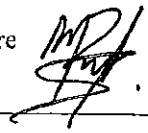
***Conflict of Interest Questionnaire (CIQ)**

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

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

***Oath**

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

Name (Print) RAUL MIRELES SALINAS Signature  Title PRESIDENT

RAMSA ELECTROMECHANIC INC
Company or DBA

07-12-2024
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

40.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

40.1 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.

40.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

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.**

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

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

6 **AFFIDAVIT**

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

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

43.0 **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 July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.**

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

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

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 Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2024

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

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

PRODUCER	CONTACT NAME: Noe Cubriel, CIC
CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (956)568-5294 E-MAIL ADDRESS: noe@cubrielinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78045	INSURER A: THE BURLINGTON INSURANCE COMP.	
	INSURER B: REDPOINT COUNTY MUTUAL	
	INSURER C: THE HANOVER INSURANCE GROUP	
	INSURER D:	
	INSURER E: *****UPDATED*****	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	957BGO9753-01	6/11/2024	6/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	WRPB2480022	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WHD-H360851-03	8/27/2023	8/27/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF LAREDO
5512 THOMAS AV.
LAREDO, TEXAS 78041

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Noe Cubriel

ORD 25 (2016/03)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

207 N RYAN ST.

Requester's name and address (optional)

6 City, state, and ZIP code

LAREDO, TX 78041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	5	3	6	2	0	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | Date 05/13/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Now line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.**

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

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

6 **AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Enrique Ostantilla JR
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 14 day of 7 20 24.

Manuela Rodriguez
Notary Public

My commission expires:
4/23/2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

7 _____ 7/16/24

Signature of vendor doing business with the governmental entity — Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2024

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PRODUCER CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	CONTACT NAME: Noe Cubriel, CIC PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (956)568-5294 E-MAIL ADDRESS: noe@cubrielinsurance.com
INSURED RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78045	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : THE BURLINGTON INSURANCE COMP. INSURER B : REDPOINT COUNTY MUTUAL INSURER C : THE HANOVER INSURANCE GROUP INSURER D : INSURER E : *****UPDATED***** INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	957BGO9753-01	6/11/2024	6/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	WRPB2480022	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WHD-H360851-03	8/27/2023	8/27/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF LAREDO
5512 THOMAS AV.
LAREDO, TEXAS 78041

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Noe Cubriel

ORD 25 (2016/03)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

207 N RYAN ST.

Requester's name and address (optional)

6 City, state, and ZIP code

LAREDO, TX 78041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	5	-	5	3	6	2	0	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person | Date 05/13/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FY24-086
Delta House Electric and Motor Rewind, Inc
Supplier Response

Event Information

Number: FY24-086
Title: FY24-086 Electric Motor Repairs - Utilities Department
Type: Request For Proposal
Issue Date: 6/21/2024
Deadline: 7/15/2024 05:00 PM (CT)
Notes: **Utilities Department point of contacts:**

Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

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

Delta House Electric and Motor Rewind, Inc Information

Contact: Esmeralda Perez
Address: 212 Forrest
Freer, TX 78357
Phone: (361) 389-3568
Email: delta.milagros@outlook.com

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

Esmeralda Perez
Signature

Delta.milagros@outlook.com
Email

Submitted at 7/12/2024 03:54:48 PM (CT)

Response Attachments

FY24-086 Electric Motor Repairs-Utilities.pdf

Motor rewind response to bid

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Delta House Electric and Motor Rewind, Inc
4	**State how long under has the business been in its present business name** 25
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? N/A
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

13	**Construction Contract** Construction Contract Requires Acknowledgement ☑ Acknowledge
14	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
15	**This is a** New Submission
16	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Esmeralda Perez
17	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Electric Motor Repair-Utilities Department FY24-086
18	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Fernando Guzman Esmeralda Perez Reynaldo Guzman
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
20	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Not applicable
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
22	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. Not Applicable
23	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

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

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

N/A

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

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

Not Applicable

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

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

No response

27 **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.

28 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

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

☑ I have read and understand this section

31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Esmeralda Perez-Bookkeeper Delta House Electric and Motor Rewind, Inc 7/12/2024
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

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

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

☑ I will comply with this form

40 **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 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 If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate 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 Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@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 Reponses 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 Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@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. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). 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. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, 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.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

41

Insurance Terms and Conditions

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

42

Disqualification & Debarment Certification

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

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

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

☑ I certify to the terms and conditions

4
3

Contract Requirements

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

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

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

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

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

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

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

☑ I have read and understand this section

44	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section
45	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*
46	**Contractor's Profile & Qualifications (Max 25 Points)** **Contractor's Profile & Qualifications (Max 25 Points)** It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes
47	**Motor Repair Experience and Location (Max 20 Points)** **Motor Repair Experience and Location (Max 20 Points)** Describe you past motor repair experience. Location. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes
48	**Bidder's Past Relationship with the City of Laredo (Max 30 Points)** Describe you past business relationship with the City of Laredo. Feedback from existing clients. Provide a minimum of three references. ********Documentation Shall Be Uploaded onto Cit-E-Bid********** ☑ Yes

Bid Lines

1	**Package Header** Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors ****Repairs to include: Rewind, Dip in Varnish and Bake Quantity: 1 UOM: EA Total: $11,760.00 Item Notes:

Package Items

1.1 HP: 1/8
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $225.00 Total: $225.00

1.2 HP: 1/6
Volts: 115.0
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $225.00 Total: $225.00

1.3 HP: 1/3
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.4 HP: 1/3
Volts: 115.00
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.5 HP: 1/3
Volts: 115.00
Frame: 48.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.6 HP: 1/3
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $275.00 Total: $275.00

1.7 HP: 1/4
Volts: 115/230
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $325.00 Total: $325.00

1.8 HP: 1/4
Volts: 115.00
Frame: 56-Z

Quantity: 1 UOM: Repair Cost with New Bearing Price: $325.00 Total: $325.00

1.9 HP: 3/4
Volts: 115.00
Frame: 48-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $345.00 Total: $345.00

1.10 HP: 3/4
Volts: 115/230
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $345.00 Total: $345.00

1.11 HP: 3/4
Volts: 230/460
Frame: 56.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $345.00 Total: $345.00

1.12 HP: 1.0
Volts: 115/230
Frame: XA48Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $455.00 Total: $455.00

1.13 HP: 1 1/2
Volts: 115/230
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $485.00 Total: $485.00

1.14 HP: 2
Volts: 208/230/460
Frame: 145-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $575.00 Total: $575.00

1.15 HP: 2
Volts: 115/230
Frame: 182-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $575.00 Total: $575.00

1.16 HP: 2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $575.00 Total: $575.00

1.17 HP: 3
Volts: 230/460
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.18 HP: 3
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.19 HP: 3
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.20 HP: 3
Volts: 560.00
Frame: 225.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.21 HP: 3
Volts: 230/460
Frame: 254.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $600.00 Total: $600.00

1.22 HP: 5
Volts: 230/460
Frame: 182.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $675.00 Total: $675.00

1.23 HP: 5
Volts: 220/440
Frame: 215.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $675.00 Total: $675.00

1.24 HP: 7 1/2
Volts: 220/440
Frame: 213.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $710.00 Total: $710.00

1.25 HP: 9.40
Volts: 440 (sub. pump)

Quantity: 1 UOM: Repair Cost with New Bearing Price: $800.00 Total: $800.00

2 **Package Header**

Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $24,135.00

Item Notes:

Package Items

2.1 HP: 10
Volts: 230/460
Frame: 215-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $850.00 Total: $850.00

2.2 HP: 10
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $850.00 Total: $850.00

2.3 HP: 15
Volts: 220/440
Frame: 364-U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.4 HP: 15
Volts: 220/440
Frame: 324-C

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.5 HP: 15
Volts: 208/22/440
Frame: 326-SSO

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.6 HP: 15
Volts: 220/440
Frame: 326.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.7 HP: 15
Volts: 220/440
Frame: 324.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.8 HP: 15
Volts: 230.00
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.9 HP: 20
Volts: 220/440
Frame: 286-Y

Quantity: 1 UOM: Repair Cost with New Bearing Price: $995.00 Total: $995.00

2.10 HP: 20
Volts: 230/460
Frame: 256-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $995.00 Total: $995.00

2.11 HP: 25
Volts: 220/440
Frame: 365.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,050.00 Total: $1,050.00

2.12 HP: 30
Volts: 209/220/440
Frame: 326-UP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.13 HP: 15
Volts: 230/460
Frame: 254-T

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.14 HP: 15
Volts: 230/460
Frame: 254-JP

Quantity: 1 UOM: Repair Cost with New Bearing Price: $925.00 Total: $925.00

2.15 HP: 20
Volts: 220/440
Frame: 364.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $995.00 Total: $995.00

2.16 HP: 25
Volts: 220/440
Frame: 284.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,050.00 Total: $1,050.00

2.17 HP: 30
Volts: 209/220
Frame: 294.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.18 HP: 30
Volts: 440.00
Frame: 286.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.19 HP: 30
Volts: 440.00
Frame: 405.00

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,100.00 Total: $1,100.00

2.20 HP: 40
Volts: 230/460
Frame: 326U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,675.00 Total: $1,675.00

2.21 HP: 40
Volts: 230/460
Frame: 365U

Quantity: 1 UOM: Repair Cost with New Bearing Price: $1,675.00 Total: $1,675.00

2.22 HP: 60
Volts: 220/240
Frame: 364TS

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,200.00 Total: $2,200.00

3 Package Header

Section III: 60 To 100 H.P. Electric Motors

****Repairs to include: Rewind, Dip in Varnish and Bake

Quantity: 1 UOM: EA Total: $41,946.00

Item Notes:

Package Items

3.1 HP: 60
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,500.00 Total: $2,500.00

3.2 HP: 75
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $2,950.00 Total: $2,950.00

3.3 HP: 95
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $3,941.00 Total: $3,941.00

3.4 HP: 100
Volts: 230/460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,300.00 Total: $4,300.00

3.5 HP: 125
Volts: 460
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,490.00 Total: $4,490.00

3.6 HP: 200
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $4,895.00 Total: $4,895.00

3.7 HP: 300
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $5,345.00 Total: $5,345.00

3.8 HP: 350
Volts: 230.00
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $5,675.00 Total: $5,675.00

3.9 HP: 400
Volts: 220/440
Frame: Any Frame

Quantity: 1 UOM: Repair Cost with New Bearing Price: $7,850.00 Total: $7,850.00

Response Total: $77,841.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

ELECTRIC MOTOR REPAIRS
UTILITIES 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 Proposals and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities 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 July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 AM at the Office of the City Secretary on July 16, 2024.**

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

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

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 Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual service contracts for electric motor repairs for the Utilities 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 July 15, 2024**; and all proposals received will be opened and **acknowledged at 11:00 A.M.** at the Office of the City Secretary on **July 16, 2024.**

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

Proposal: **Electric Motor Repairs – Utilities Department**
FY24-086

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 Mario I. Maldonado 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 21st DAY OF JUNE 2024.

Martha A. Nava

For: Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a 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 the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the 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 the City of Laredo no less than seventy-two hours before 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 include the date and hour of the Proposal opening and the material or services. The 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 proposals 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 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 the 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. The 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, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The 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 the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer 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 the Cit-E-Bid system under the 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, the 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 before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, 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 proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a 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 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 the 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 Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary vendor for this contract.**

Definition of the 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 proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the propsal 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 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 the 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 limitations. 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 the proposal. The place of delivery shall be outlined 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 the 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 the list, then list prices must appear on the 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

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/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:

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

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

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
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 the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

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

Request for Proposals
Electric Motor Repairs
Utilities Department

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contracts for electric motor repair services for the City of Laredo Utilities Department. Copies of the proposal 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

16.0 Point of Contact

Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

Utilities Department point of contacts:
Rolando San Miguel (956) 795-2620 or email rsanmiguel2@ci.laredo.tx.us
Tomas Hernandez (956) 721-2022 or email thernandez@ci.laredo.tx.us

16.1 All questions for this proposal shall be uploaded through in Cit-E-Bid before July 3, 2024, 2:00 P.M.

17.0 General Conditions

17.1 Bidders are required to submit their proposals 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.

17.2 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.

18.0 General Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

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

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

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City of Laredo Utilities division authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

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

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

19.0 General Repair Specifications

19.1 The contract vendor will be required to pay for all shipping and freight charges (outbound/inbound).

19.2 All electric motors requiring machine shop work and/or motor associated parts must first be cleared with the respective department for their approval to charge the machine shop work to the total repairs.

19.3 Installation will be done by the City.

19.4 Bidder must fill in the necessary information pertaining to discounts, price list, and schedule.

19.5 Bidder must bid on all items in each section. Incomplete proposals will not be considered.

19.6 All prices are to include:
Cost of tear-down
Rewind
Dip in varnish
Bake
Re-assemble
Test-run
Repainted: water treatment motors- sky blue, wastewater treatment- gray

19.7 Turn – around time shall not exceed 5 Days.

(Per unit) 96 (hours)

19.8 All repaired electric motors must have a 12-month warranty.

19.9 Bidder must specify whether other frame sizes not in this proposal should be priced on an individual basis or priced as to the closest frame size in proposal.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

20.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

21.0 Shipment

Shipment preparations shall include the following:

21.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

21.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

21.3 All pump openings shall be covered adequately to protect pump during shipment.

21.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

21.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

21.6 City of Laredo reserves the right to inspect the motor at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

21.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

21.8 Emergency work charged to overtime hours for all labor must be authorized by City of Laredo prior to commencement.

21.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

22.0 Documentation

22.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

22.2 If the existing motor nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

22.3 Contractor shall provide projected completion and delivery dates with each repair estimate.

22.4 The Contractor must own and operate a fully specialized electric motor repair shop to include specialized equipment-machinery needed to successfully perform the overall repairs of all the motors. The shop facilities location must be within a 150 miles radius from the City of Laredo and in the State of Texas. Also, said shop been must have at minimum 5 years in operations. The city reserves the right to inspect the shop facility to determined compliance with this requirement for proposal acceptance consideration.

22.4.1 Successful bidder will be required to submit 3 reference letters from present or past customers recommending their company's customer satisfaction.

23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: Monday- Friday

24.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 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.

25.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

26.0 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. **There will be one primary vendor and one secondary for this contract.**

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."

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.

26.1 Disclosure of Interested Parties

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

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

27.0 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 services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

27.1 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:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (as per 29.0)	25
II	Motor Repair Experience & Shop Location (as per 30.0)	25
III	Pricing (as per 31.0)	20
IV	The bidder's Current & Past Contracts Compliance Experienced (as per 32.0)	30
	Total	100

Rating of Definitions for Percentage 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	
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	% Meeting Criteria	Sample Points
I	Contractor's Profile & Qualifications (as per 29.0)	25	70%	17.5
II	Motor Repair Experience & Location (as per 30.0)	25	60%	15.0
III	Pricing (as per 31.0)	20	80%	16.0
IV	The bidder's Current & Past Contracts' Compliance Experienced (as per 32.0)	30	90%	27.0
			Total Raw Score	75.5

28.0 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 shall be uploaded on to Cit-E-Bid.**

29.0 <u>Contractor's Profile & Qualifications (Max 25 Points)</u>

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

29.1 Provide an overview of your company (years in service, number of employees, etc.).

Delta House Electric has been in business for 25 yrs. There are 3 full-time employees working at the shop. Fernando, Sr., picks up and drops off work. Shop is family owned and operated. Lead is taken by Reynaldo Guzman. Rewind is Rene Hinojosa.

29.2 List of specialized equipment which will be used to comply with this contract obligation.

Shop has coil machine, electric motor rage oven, press machine, testing panels, tools to take out stators, rotors - everything for motor rewind. Machine shop is located next to shop (if needed) Shop also has a varnish tank used to cook stators and used to dip and bake goods.

29.3 Location of specialized motor repair shop.

Shop is located at 212 Forrest St., Freer, TX 78357

**********Documentation Shall Be Uploaded onto Cit-E-Bid**********

30.0 Motor Repair Experience and Location (Max 20 Points)

30.1 Describe you past motor repair experience.

Our shop has been in business for 25 years specializing on motor rewind & submersible pump repair.

30.2 Location.

We are located 60 miles north of Laredo, TX. We deliver and pick up atleast 3 times a week. If we are able and willing to go to location anytime necessary.

**********Documentation Shall Be Uploaded onto Cit-E-Bid**********

31.0 Price Schedule (Max 20 Points)

31.1 Section I: 9/12 H.P. and under, Alternative Current (AC) Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	1/8	115.00	48.00	$ 225.00	SKF
2.0	1/6	115.00	48.00	$ 225.00	SKF
3.0	1/3	115/230	56.00	$ 275.00	SKF
4.0	1/3	115.00	56.00	$ 275.00	SKF
5.0	1/3	115.00	48.00	$ 275.00	SKF
6.0	1/3	230/460	56.00	$ 275.00	SKF
7.0	1/4	115/230	56-Z	$ 325.00	SKF
8.0	1/4	115.00	56-Z	$ 325.00	SKF
9.0	3/4	115.00	48-Y	$ 345.00	SKF
10.0	3/4	115/230	56.00	$ 345.00	SKF
11.0	3/4	230/460	56.00	$ 345.00	SKF
12.0	1.0	115/230	XA48Y	$ 455.00	SKF
13.0	1 1/2	115/230	145-T	$ 485.00	SKF
14.0	2	208/230/460	145-T	$ 575.00	SKF
15.0	2	115/230	182-T	$ 575.00	SKF
16.0	2	220/440	213.00	$ 575.00	SKF
17.0	3	230/460	215.00	$ 600.00	SKF
18.0	3	220/440	213.00	$ 600.00	SKF
19.0	3	230/460	182.00	$ 600.00	SKF
20.0	3	560.00	225.00	$ 600.00	SKF
21.0	3	230/460	254.00	$ 600.00	SKF
22.0	5	230/460	182.00	$ 675.00	SKF
23.0	5	220/440	215.00	$ 675.00	SKF
24.0	7 1/2	220/440	213.00	$ 710.00	SKF
25.0	9.40	440 (sub. pump)		$ 800.00	SKF
			Total	$ 11,760.00	

Company Name: Delta House Electric and Motor Rewind, Inc.

Owner/President Name: Fernando Guzman

Company Address: 212 Forest St

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Reynaldo Guzman

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

31.2 Section II: 10 To 60 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	10	230/460	215-T	$ 850.00	SKF
2.0	10	230/460	256-T	$ 850.00	SKF
3.0	15	220/440	364-U	$ 925.00	SKF
4.0	15	220/440	324-C	$ 925.00	SKF
5.0	15	208/22/440	326-SSO	$ 925.00	SKF
6.0	15	220/440	326.00	$ 925.00	SKF
7.0	15	220/440	324.00	$ 925.00	SKF
8.0	15	230.00	256-T	$ 925.00	SKF
9.0	20	220/440	286-Y	$ 995.00	SKF
10.0	20	230/460	256-T	$ 995.00	SKF
11.0	25	220/440	365.00	$ 1050.00	SKF
12.0	30	209/220/440	326-UP	$ 1100.00	SKF
13.0	15	230/460	254-T	$ 925.00	SKF
14.0	15	230/460	254-JP	$ 925.00	SKF
15.0	20	220/440	364.00	$ 995.00	SKF
16.0	25	220/440	284.00	$ 1050.00	SKF
17.0	30	209/220	294.00	$ 1100.00	SKF
18.0	30	440.00	286.00	$ 1100.00	SKF
19.0	30	440.00	405.00	$ 1100.00	SKF
20.0	40	230/460	326U	$ 1675.00	SKF
21.0	40	230/460	365U	$ 1675.00	SKF
22.0	60	220/240	364 TS	$ 2200.00	SKF
			Total	$ 24,135.00	

Company Name: Delta House Electric and Motor Rewind, Inc

Owner/President Name: Fernando Guzman

Company Address: 212 Forrest st

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Reynaldo Guzman

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

31.3 Section III: 60 To 100 H.P. Electric Motors
****Repairs to include: Rewind, Dip in Varnish and Bake

Item	HP	Volts	Frame	Repair Cost with New Bearing	Bearing Brand
1.0	60	230/460	Any Frame	$ 2500.00	SKF
2.0	75	230/460	Any Frame	$ 2950.00	SKF
3.0	95	230/460	Any Frame	$ 3941.00	SKF
4.0	100	230/460	Any Frame	$ 4300.00	SKF
5.0	125	460	Any Frame	$ 4490.00	SKF
6.0	200	220/440	Any Frame	$ 4895.00	SKF
7.0	300	220/440	Any Frame	$ 5345.00	SKF
8.0	350	230.00	Any Frame	$ 5675.00	SKF
9.0	400	220/440	Any Frame	$ 7850.00	SKF
			Total	$ 41,946.00	

Company Name: Delta House Electric and Motor Rewind, Inc.

Owner/President Name: Fernando Guzman

Company Address: 212 Forest St

City, State, Zip Code: Freer, TX 78357

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Reynaldo Guzman

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

****All sections on this proposal will be awarded to one primary vendor and one secondary vendor based on the Best Value Criteria.****

32.0 **Bidder's Past Relationship with the City of Laredo (Max 30 Points)**

32.1 Describe you past business relationship with the City of Laredo.

The City of Laredo and Delta House have a good working relationship. Anytime there is an emergency we been able to go pick up work at anytime. We fix any issues as soon as possible. We are happy to do business with the City of Laredo. We have had a good relationship with Laredo for 20+ Years.

32.2 Describe you past business relationships with any other governmental agency.

No relationship with any other governmental agency.

32.3 Feedback from existing clients. Provide a minimum of three references.

All positive reviews!

Webb County Utilities	1110 Washington St Ste 101 Laredo, TX 78040
Falfurrias Utilities Dep.	120 W Rice St Falfurrias, TX 78355
CoreCivic - Webb Co. Detention	9998 US Hwy 83 Laredo, TX 78046
City of Freer	P.O. Box 329 Freer, TX 78357

33.0 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 proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

34.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Proposal Submission

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

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

36.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal 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 proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal 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) Delta House Electric and Motor Rewind, Inc.

Signature of person authorized to sign proposal _____ Date _____

Print Name of person authorized to sign proposal Reynaldo Guzman

Title: _____

Business Address: 212 Forrest St

City, State, Zip Code: Freer, TX 78357

Telephone Number: (361) 425-7916 Fax Number: N/A

Contact Person Email Address: delta.milagros@outlook.com

Federal Tax ID Number: 20-0014858

Bidders Principal/Corporate Place of Business Address: 212 Forrest St Freer, TX 78357

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 22 yrs.

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

_____

_____

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

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

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.)

Hs 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

37.0 Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733

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

Reynaldo Guzman _____ _____
Name Signature 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.**

Delta House Electric & Motor Rewind, Inc.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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 pages to this Form CIQ as necessary.

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

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

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

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

_____ _____
Signature of person doing business with the governmental entity Date

38.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Fernando Guzman
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 12 day of July 20 24.

Lisa C Lopez
Notary Public

My commission expires:

7-23-2026

LISA C. LOPEZ
Notary Public, State of Texas
Comm. Expires 07-23-2026
Notary ID 3334528

39.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First	M.I.	Last	Suffix
Esmeralda		Perez	

***2. Contract Information.**

a) Contract or Project name(s):

Electric Motor Repair-Utilities Department
FY24-086

b) Originating Department(s):

Utilities

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

Name (Print)	Signature	Name (Print)	Signature
Esmeralda Perez	Esmeralda Perez		
Reynaldo Guzman			
Fernando	Fernando Zuzna		

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

entity listed in Question 3

X 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.**

X 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.**

X 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)

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

individuals.

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***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.

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

***Oath**

X 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.

Esmeralda Perez

Name (Print)

Signature Esmeralda Perez

Title Bookkeeper

Delta House Electric & Motor Rewind, Inc.

Company or DBA

7/12/24

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

40.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

40.1 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.

40.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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.**

4

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

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

6 **AFFIDAVIT**

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

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

43.0 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 July 15, 2024; and all proposals received will be opened and acknowledged at 11:00 A.M. at the Office of the City Secretary on July 16, 2024.**

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

Proposal: Electric Motor Repairs – Utilities Department
FY24-086

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 Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 11, 2024

City of Laredo
1110 HOUSTON ST
LAREDO TX 78040

Account Information:

Policy Holder Details :	**Delta House Electric & Motor Rewind Inc.**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2024

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

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

PRODUCER	CONTACT NAME:	
CHRISTOPHER LAWRENCE BATTEN 61616493 505 UNIVERSITY DR E SUITE 701 COLLEGE STATION TX 77840	PHONE (A/C, No, Ext): (979) 776-4700	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DELTA HOUSE ELECTRIC & MOTOR REWIND INC.
PO BOX 1032
FREER TX 78357-1032

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		61 SBM AS3F97	05/15/2024	05/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			61 SBM AS3F97	05/15/2024	05/15/2025	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

City of Laredo
1110 HOUSTON ST
LAREDO TX 78040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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BUSINESS AUTO COVERAGE FORM DECLARATION

POLICY NUMBER	DECL. NO.
21937773	30

TEXAS FARM BUREAU INSURANCE®

FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
PO BOX 2689 . WACO TX 76702-2689

78 125 29363

CALL YOUR AGENT AC 361 664-2661 FOR AUTO-FIRE-LIFE-HEALTH INSURANCE

THE DECLARATIONS OF THIS POLICY INDICATED HEREIN ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND REPLACE ALL PREVIOUSLY ISSUED DECLARATIONS AND SHOULD BE ATTACHED TO AND BECOME A PERMANENT PART OF YOUR POLICY. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FOR POLICYHOLDER INFORMATION, VISIT US AT **WWW.TXFB-INS.COM**

ITEM ONE Named Insured and Address

125 29363 21937773 I
DELTA HOUSE ELECTRIC INC
PO BOX 1032
FREER TX 78357-1032

FORM OF BUSINESS: CORPORATION
POLICY PERIOD:
From 05/21/2024 To 11/21/2024
12.01 A.M. standard time at the address of the named insured as stated herein.

ITEM TWO **SCHEDULE OF COVERAGES AND COVERED AUTOS**

▶ This policy provides only those coverages where a charge or XXXX is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY COMBINED LIABILITY	7	$ 500,000 EACH ACCIDENT	$ 272
PERSONAL INJURY PROTECTION	See Endorsement TE0401C	$ 2,500	$ 6
AUTO MEDICAL PAYMENTS			
UNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY	See Endorsement TE0409D	$ 500,000 EACH ACCIDENT	$ 53
PHYSICAL DAMAGE: COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS: SEE SCHEDULE DED. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	$ 134
PHYSICAL DAMAGE: SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS: $25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	
PHYSICAL DAMAGE: COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS: SEE SCHEDULE DED. FOR EACH COVERED AUTO SEE ITEM ENDR. FOR HIRED OR BORROWED AUTO	$ 215
TOWING AND LABOR		$ for each disablement of a private passenger auto	
		PREMIUM FOR ENDORSEMENTS	
		ESTIMATED TOTAL PREMIUM	$ 680

▶ FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

CAR NO

2 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

PREMIUM NOTICE

RENEWAL PREMIUM..... $ 680.00
MOTOR VEHICLE CRIME PREVENTION AUTHORITY FEE(SEE ENCLOSED EXPLANATION)$ 2.50

PREMIUM ADJUSTMENTS WILL BE REFLECTED ON YOUR BILL ACCOUNT STATEMENT

DECTE 10-21
RXC 125 29363 10-20-2023 21937773 2F3269 R6 002 04-19-2024

Named Insured DELTA HOUSE ELECTRIC INC

POLICY NUMBER	DECL NO
21937773	30

ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN

CAR	YEAR MODEL	TRADE NAME	BODY STYLE	IDENTIFICATION NO	PURCHASED ORIGINAL COST NEW	PURCHASED Actual Cost	PURCHASED Now (N) Used (U)	TERRITORY Town & St	SYM	TERR	H.O.	H.O.	E.C	CTY.
1	VEHICLE ELIMINATED													
2	2009	CHEVY	PICKUP	1GCHC49K39E143692	40,000				11	64	3			066

CAR	CLASSIFICATION: Radius of Operation (In Miles)	Business Use s = service r = retail c = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor: Liab	Primary Rating Factor: Phy. Damage	Secondary Rating Factor	CODE	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss
2			LIGHT	4				012990	

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

	CAR	LIABILITY: BODILY INJURY	LIABILITY: PROPERTY DAMAGE	PERSONAL INJURY PROTECTION	AUTO MEDICAL PAYMENTS	UNINSURED/UNDERINSURED MOTORISTS: BODILY INJURY	UNINSURED/UNDERINSURED MOTORISTS: PROPERTY DAMAGE	COMPREHENSIVE: Limit Stated in Item 2 minus ded. shown below	SPECIFIED CAUSES OF LOSS: LIMIT STATED BELOW	COLLISION: Limit Stated in Item 2 minus ded shown below	C.B. ENDR.	Towing & Labor: Limit per disbursement	TOTAL PREMIUM
LIMITS OF LIABILITY	2	SEE DECLARATION FOR LIMITS OF LIABILITY		02500		SEE DECLARATION FOR LIMITS OF LIABILITY		$500		$500			
PREMIUM	1	VEHICLE ELIMINATED EFFECTIVE 11/21/2022											
	2	272		6		53		134		215			680

ITEM FOUR-SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS, LIABILITY COVERAGE-RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (IF LIAB. COV IS PRIMARY)	PREMIUM

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		$
SPECIFIED CAUSES OF LOSS	$ WHICHEVER IS LESS MINUS $25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM		$
COLLISION	$ WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO		$
	TOTAL PREMIUM		$

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by [X] ".

☐ If this box is not checked, PHYSICAL DAMAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

ITEM SIX-SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS LIABILITY COVERAGE PUBLIC AUTO OR LEASING RENTAL CONCERNS

ESTIMATED YEARLY	RATES: LIABILITY COVERAGE	RATES: AUTO MEDICAL PAYMENTS	PREMIUMS: LIABILITY COVERAGE	PREMIUMS: AUTO MEDICAL PAYMENTS
☐ GROSS RECEIPTS	☐ Per $1000 of Gross Receipts			
☐ MILEAGE	☐ Per Mile			
			$	$
			$	$
			$	$
			$	$
		TOTAL PREMIUMS $		$
		MINIMUM PREMIUMS $		$

When used as a premium basis:
FOR PUBLIC AUTOS
Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:
A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits
B. Advertising Revenue
C. Taxes which you collect as a separate item and remit directly to a governmental division.
D. C.O.D. collections for cost of mail or merchandise including collection fees.
Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.
FOR RENTAL OR LEASING CONCERNS
Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.
Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

ITEM FIVE-SCHEDULE FOR LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees		$
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$
			$

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Delta House Electric and Motor Rewind, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

7 Fernando Guzman

Signature of vendor doing business with the governmental entity

7/12/24

Date

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
CERTIFICATION OF FILING

Certificate Number:
2024-1186518

Date Filed:
07/11/2024

Date Acknowledged:

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

Delta House Electric and Motor Rewind, Inc
Freer, TX United States

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

City of Laredo

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

FY24-086
Electric Motor Repairs -Utilities Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Guzman, Fernando	Freer, TX United States	X	
Guzman , Gloria	Freer, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Fernando Guzman

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 12 day of July 20 24.

Lisa C Lopez

Notary Public

My commission expires:

7-23-2026

LISA C. LOPEZ
Notary Public, State of Texas
Comm. Expires 07-23-2026
Notary ID 3334528