CITY OF LAREDO
CITY COUNCIL MEETING
A-2016-R-03
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
FEBRUARY 16, 2016
5:30 P.M.

DISABILITY ACCESS STATEMENT

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Doanh "Zone" T. Nguyen, Acting City Secretary, at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

Pursuant to the Texas Penal Code (trespass by holder of license to carry a handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Concealed Handgun Law or Handgun Licensing Law), may not enter into the City Council Chamber while City Council is in session with a concealed or openly-carried handgun.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of February 1, 2016

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

1. Presentation by Tonie Gamboa on second Honor Flight for Laredo Veterans.

2. Presentation by Raul Moreno, General Services Administration (GSA) on the construction update on the Juarez - Lincoln International Bridge Project.

Recognitions

1. Recognizing the United High School Cheerleaders for winning National and World Champions in the Super Varsity Division I at the UCA National High School Cheerleading Championship on February 7th at Walt Disney World in Orlando, Florida.
2. Recognizing four (4) Laredo women: Jennie Sanchez, an Assistant Principal, United South High School, Leticia Ramos Spillane, Professor at Laredo Community College, Catherine Decroux, Spin Instructor at Rock Fitness, and Clarissa Ramos, Orientation and Mobility Specialist for visually impaired students and with the help of their Triathlon Ironman Coach, Victor Trevino (12 time Ironman), on their completion of an Ironman 70.3 (half Ironman) last October in Austin, Texas.

Citizen comments

Citizens are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

a. Appointment by Council Member Rudy Gonzalez Jr. of Rudy Morales to the Ethics Commission.

b. Appointment of Jose O. Zuñiga to the Laredo Housing Finance Corporation Committee.

c. Appointment of Mr. Arturo Garcia to the Homeless Committee replacing Ms.

Thelma “Ronnie” Acosta who retired from the City of Laredo, Community Development Department.

d. Appointment of Mr. Elmo Lopez, Jr. to the Homeless Committee replacing Mr. Miguel Treviño who retired from Gateway Community Health Center, Inc.

e. Appointment of Ms. Melissa Ortiz to the Homeless Committee replacing Ms. Laura Llanes former Executive Director at the Laredo Housing Authority.

VII. PUBLIC HEARINGS

1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 4A & 4B, Block 1, Gonzalez Subdivision, located at 4615 San Bernardo Avenue; providing for publication and effective date.

   Staff supports the application and Planning and Zoning Commission recommends approval of the Special Use Permit. District VII

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a Bar, on Lots 1 & 2, Block 857, Western Division, located at 3301 San Bernardo Avenue, Suite 24; providing for publication and effective date.

   Staff supports the application and Planning & Zoning Commission recommends approval of the Conditional Use Permit. District VIII

3. Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning .06 acres, as further described by metes and bounds in attached Exhibit “A”, located East of Bob Bullock Loop and North of Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

   Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District VI

4. Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street; providing for publication and effective date.

Staff supports the application. District VIII

(Recess)
(Press Availability)

VIII. THIRD READING

5. **2016-0-22** granting of a non-exclusive franchise to Lar-Con of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. **(As Amended)**

6. **2016-0-23** granting of a non-exclusive franchise to Pedro Pete Services L.L.C. to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public right-of-ways of the City of Laredo, Texas for the purpose constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. **(As Amended)**

IX. FINAL READING OF ORDINANCES

7. **2016-O-24** Authorizing the City Manager to accept and enter into contract with the Texas Department of State Health Services (DSHS), amending the FY 2015-2016 Budget by appropriating additional revenues and expenditures in the amount of $200,000.00, and amending the FY 2015-2016 Full Time Equivalent (FTE) Listing by adding one (1) Health Educator Supervisor, R38 position and one (1) Caseworker, R34 position to implement the Texas Healthy Adolescent Initiative (THAI) clinic-based program for the period beginning December 21, 2015 through August 31, 2016. This program will assist youth to get preventive health care, behavioral health services and counseling that maybe needed to address social-psycho issues.

8. **2016-O-25** Authorizing the City Manager to accept a voucher payment reimbursement of additional funds in the amount of $350,000.00 (for remodeling and roof repairs of the Santo Nino Community Center) from the Texas Department of State Health Services (TDSHS) and amending the FY 2015-2016 Health Department Budget by appropriating additional revenues and expenditures for a total of $5,964,826.00 for the Women, Infants and Children (WIC) Program of the City of Laredo Health Department (CLHD) for

the period of October 1, 2015 through September 30, 2016.

9. **2016-O-26** Authorizing the City Manager to execute a lease agreement with Washington's Birthday Celebration Association, Inc. (W.B.C.A.) for approximately 3.9 acres and more formally known as the "Park and Ride", and the approximate 7.35 acres consisting of all Lot No's. 1 and 2 of the Laredo International Airport Manufacturing Facilities Subdivision Plat, and the portion area north of the Animal Care Shelter on Maher/Hillside/Thomas Street for the W.B.C.A. Jalapeno Festival and other W.B.C.A. sponsored events. The lease term is for five (5) consecutive years for the month of February commencing on February 2016 and ending on February 2020 and providing for termination. Initial annual rental rate of $1,000.00; providing for an effective date.

10. **2016-O-27** Closing and vacating as a public easement that section of Center Road, as dedicated by the R. M.R. Industrial Park Plat Unit 2, Volume 3, page 23, of the Webb County Plat Records and providing for the reversion of all public interest in said dedicated road to the current abutting landowners in equal shares provided that the City retain the east one half section of the road as a utility easement. The road section is further depicted on attached Exhibit A and providing for an effective date.

11. **2016-O-28** amending the City of Laredo's FY 2015-2016 Laredo Convention and Visitors Bureau Fund budget by increasing revenues and expenditures in the amount of $195,000.00 for funding a documentary film in conjunction with TAMIU and KLRN. The funding will be transferred from the City of Laredo FY 2015-2016 Hotel Motel Fund budget.

X. RESOLUTIONS

12. **2016-R-11** Authorizing the City of Laredo to enter into Inter-Local Cooperative Purchasing Agreement with Tarrant County and authorizing the City Manager to execute the membership agreement. The purpose of this agreement is to facilitate compliance with the State of Texas bidding requirements, to identify qualified vendors of commodities, goods and services, and to realize potential cost savings for the City of Laredo.

13. **2016-R-13** Declaring a public necessity to utilize the area under IH-35, between Park Street and Sanchez Street, as a parking area, for the Annual Youth Parade and for the Washington's Birthday Grand Parade and authorizing the City Manager to enter into a five (5) year agreement with Texas Department of Transportation for the use of said property.

14. **2016-R-16** Authorizing the City Manager to sign a farm and ranch contract, between the City of Laredo and Annette Katz Cottingham, Sharon E. Katz, and Carol K. Fisherman in which the City is agreeing to purchase 4 tracts of 62.8912, 17.792, 194.3135 and 652.0 acres in Starr County, Texas including all water rights which includes, but is not limited to, the right to divert and use 1287 acre feet per annum of Class A and 1029.98 acre feet per annum of Class B Irrigation use water rights to the Rio Grande River for a purchase price of $3,476,250.00; funding is available in the Water Fund - Water Availability Division to purchase this land and water rights.

15. **2016-R-17** Authorizing City Manager to submit an application and a Memorandum of Understanding as the lead applicant to the U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Agriculture for the 2016; 3rd and Final Round Competition to be designated as a Promise Zone. If selected, the designation would allow applicants to receive priority access to federal investments and technical assistance, but does not provide direct funding. The City will partner with the Laredo Community College, Laredo Development Foundation, Laredo Independent School District, South Texas Workforce Solutions, Texas A&M International University, the United Independent School District and the Laredo Housing Authority.

16. **2016-R-18** Authorizing the City Manager to purchase the surface estate of the property known as the Canseco House, located at 1415 Chihuahua Street and legally described as Lots 1 thru 6, Block 792, Eastern Division, City of Laredo, from the Beckelhymer family for the negotiated price of $450,000 and a $90,000 credit as a charitable donation due to the acknowledgement of the negotiated property value being $540,000, and further authorizing the City Manager to execute all purchase and conveyance documents for this transaction.

17. **2016-R-19** Accepting the conveyance from the Institute of Daughters, of Mary Help of Christians Salesian Sisters, of a strip of land being a 10’ wide drainage easement containing 0.04 acres (1,527 square feet), more or less, said strip being out of lot 7, block 1, Del Mar Hills Subdivision, Section 1, area “B”, as per amended plat recorded in Volume 2, page 178, plat records of Webb County, Texas, to alleviate flooding concerns in the area said 0.04 acre tract being more particularly described by metes and bounds and a survey here to attach as Exhibits “A, & B”.

XI. MOTIONS

18. Consideration to approve Two (2) One (1) year consecutive options to Lockwood, Andrews & Newnam, Inc., (LAN) Dallas, Texas, for Airport Engineering Services as provided in the Consultant Contract Agreement. LAN's original term was for three (3) primary years plus two (2) consecutive one (1) year options to extend the term for satisfactory performance.

19. Authorizing the City Manager to execute all documents to acquire approximately 18.33 acres, more or less, from the Alexander Trust for Two Million Three Hundred Thousand Dollars ($2,300,000.00, the subject property is needed for future Runway Protection Zone (RPZ). Funding is available in the Airport Construction Fund.

20. Authorizing the award of 2015 HOME Investment Partnership Program (HOME), Community Housing Development Organization (CHDO) set-aside funds in the amount of $121,606.00 to Habitat for Humanity of Laredo, Inc., to assist in part with the construction of approximately five (5) homes in Los Obispos Subdivision; and further authorizing the City Manager to execute all documents in support of the same.

21. Authorizing the City Manager to execute an engineering services contract not to exceed $107,700.00, with LNV, Inc., of Laredo, Texas. The contract will provide for the design, preparation of plans and specifications, bidding and construction management for channel improvements of Zacate Creek from McPherson to Gale St. Funding is available in the Environmental Services 2012 C.O.

22. Consideration to award contract FY16-025 to the following vendors:

    1. A To Z Tire, Amarillo, TX in an amount up to $ 20,000.00 and;
    2. Southern Tire Mart, Columbia, MS in an amount up to $ 10,000.00

    for providing tire replacement and tire repair services for the Fire Department. This contract establishes regular and after hour service call rates for tire repair and replacement services along with the purchase of new tires. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for five (5) additional one (1) year periods upon mutual agreement. Funding is available in the General Fund - Fire Department Divisions.

23. Consideration to award contract FY16-029 for the purchase of recapped tires for the City's fleet vehicles to the low bidder meeting specifications, Southern Tire Mart, Laredo, Texas, in an amount up to $ 162,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for five (5) additional one (1) year periods upon mutual agreement. All recapped tires will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

24. Consideration to renew contract FY14-020 to Nick Benavides, Laredo, Texas to provide mowing and maintenance of the Chacon Creek Hike and Bike Trail. This contract is for an estimated amount of $161,988.00 and the maintenance area is approximately 32 acres of land which includes all areas on or next to Chacon Creek Trail. This will be the first and last - one year extension option upon mutual agreement from both parties and there is no price increase. Funding is available in the Environmental Services Departmental Budget

25. Consideration to award contract numbers FY16-023 Police Department's Uniform Laundry Services and FY16-024 Dry Cleaning Services (Non Uniform) for Police Department to Holguin Cleaners, Laredo, Texas in the amount of $7,750.00 per month for providing laundry and dry cleaning services for non uniform and uniform police officers. The term of these contracts shall be for a two (2) year period and can be extended an additional two (2) years upon mutual agreement of both parties. Funding is available in the Police Department Budget.

26. Consideration to award annual supply contract FY16-031 to the low bidder, Sunshine Window Cleaning Services, San Antonio, Texas in an amount up to $ 25,000.00, for providing window cleaning services for several municipal buildings. These services will be purchased on an as needed basis by the Police Department, Public Library, City Hall, Bridge I, and Transit Center. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has six (6) extension renewal option periods, upon mutual agreement. Funding is available in various Department Funds.

27. Consideration to award contract number FY16-026 Utilities Department Uniform Laundry Services to Holguin Cleaners, Laredo, Texas in the estimated annual amount of $62,880.00 for one year to provide laundry and dry cleaning services. The term of this contract shall be for a one (1) year period and can be extended additionally for two (2) years upon mutual agreement of both parties. Funding is available in the Utilities Department Budget.

28. Consideration to renew the existing annual contract FY13-021 for the purchase of truck tires currently awarded to Southern Tire Mart, LLC, Dallas, Texas, in an amount up to $250,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for one additional one (1) year period upon mutual agreement of the parties. This is the third of four extension periods. There will be no price increase during this extension period. All tires will be secured on an as needed basis. There will be a price decrease during this extension period. Funding is available in the Fleet Maintenance Budget.

29. Consideration to renew the annual supply contract FY14-031 to the following vendors:

    1. Conney Safety Products, Madison, Wisconsin (Primary Vendor)

    2. Eagle Supply, Laredo, Texas (Secondary Vendor)

    for the purchase of safety supplies in an amount up to $150,000.00 for all City departments. This contract establishes pricing for those safety supplies most commonly utilized by City departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. There will be no price increase during this extension period. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

30. Consideration to renew the existing annual contract FY14-043 to Gonzalez Auto Parts, Laredo, Texas in an amount up to $75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of four extension periods. All batteries will be secured on an as needed basis. There will be no price increase during this extension period. Funding is available in the Fleet Maintenance Budget.

31. Consideration to award annual supply/service contract FY16-028 to the following bidders:

    1. Rush Truck Center, Laredo, TX, in an amount up to $ 150,000.00; and

    2. Rotex Truck Center, Laredo, TX in an amount up to $ 100,000.00; and

    3. Doggett Freightliner, Laredo, TX in an amount up to $ 40,000.00

for the purchase of original equipment manufacturer (OEM) truck parts and service for the City's medium and heavy duty trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for five (5) additional one year periods upon mutual agreement. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

32. Consideration to renew contract FY14-011 to Century Asphalt, Houston, Texas in an amount up to $100,000.00 for the purchase of tack coat emulsified asphalt oil used for street paving projects. The asphalt oils are purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of three extension periods. There will be no price increase during this extension period. Funding is available in the Public Works and Utilities Departments construction projects budgets.

33. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of January 2016, represent an increase of $12,775.20. These adjustments are determined by the Webb County Appraisal District and by court orders.

XII. STAFF REPORTS

1. Presentation of the Shattered Dreams Program overview and invitation to this year's event to be held at Nixon High School on March 3-4, 2016.
2. Presentation of the Operational Review of the Laredo Animal Care Facility, with possible action.

XIII. EXECUTIVE SESSION

The City Council hereby reserves the right to go into executive session at any time during this public meeting, if such is requested by the City Attorney or other legal counsel for the City, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.

XIV. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

34. Authorizing the City Manager to extend the lease agreement for a five (5) year renewal between the City of Laredo, and QSR Burgers One, L. P., (Burger King at El Metro). The term of the lease shall be for five (5) years with one (1) additional five (5) year option and three (3) successive options to extend the term hereof for a period of five (5) years each, upon the same terms, covenants and conditions.

35. Consideration to award supply contracts FY16-019 to the low bidders Rotex Truck Center, Laredo, Texas and Arguindegui Oil, Laredo, Texas for the purchase of Engine Oil and Transmission Fluid for Laredo Transit Management (El Metro) fleet. Rotex Truck Center's contract is for an estimated annual amount of $164,340.00 for Transmission Fluid Transynd and Arguindegui Oil, contract is for the estimated annual amount of $48,300.00 for Synthetic Brand Oil. The term of this contract will be for two years and is contingent upon continued funding in future fiscal years. Contract can be renewed for additional two (2) years upon mutual agreement. Funding is available in the Laredo Transit Management, El Metro Operations Fund.

XV. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

36.

A. **Request by Mayor Pete Saenz**

a. Status of Community Calendar, with possible action.

B. **Request by Council Member Alejandro "Alex" Perez**

a. Discussion with possible action on installing a memorial for a fallen Police Officer at Slaughter Park at the request of S.C.A.N.

C. **Request by Council Member Roque Vela, Jr.**

a. Discussion with possible action for donation by the City of Laredo for the Honor Flight for Laredo Veterans.

b. Status on action taken by Technical Review Board as it pertains to the sign ordinance, with possible action.

D. **Request by Council Member George Altgelt**

a. Discussion with possible action to instruct staff to enter into yearly naming rights contracts with interested private entities and individuals with the possible maintenance agreements attached and with the proceeds to be earmarked for park improvements, security and police deterrence activities relative the individual park. Said contract will be subject to keeping all current park's original names as the first billed name.

b. Request from staff to provide an update on the City's public awareness campaign regarding "Unplugging and Getting Active", with possible action.

E. **Request by Council Member Roberto Balli**

a. Discussion with possible action to consider implementing an El Metro card to include a rechargeable El Metro card system for paying fares. **(Co-Sponsored by Council Member Roque Vela)**

F. **Request by Council Member Esteban Rangel**

a. Presentation on the 1st Texas Stick Fighting Championship, with possible action.

b. Discussion with possible action on the approval of naming the Lazy River/Water Park as the Sister of Mercy Water Park.

c. Status update on the Classification Study, with possible action.

c. Discussion with possible action on the general requirements to obtain the use of any City fields by leagues.

XVI. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, February 10, 2016 at 5:50 p.m.

_____

Doanh "Zone" T. Nguyen
Acting City Secretary

Public Hearings (also Intro Ord) **1.**

City Council-Regular

Meeting Date: 02/16/2016

Initiated By: IDR Investments, LLC; Rosendo Guerra, Owner; Palenque Grill Hwy., LLC; Carlos Ochoa, Applicant

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a Restaurant Serving Alcohol, on Lots 4A & 4B, Block 1, Gonzalez Subdivision, located at 4615 San Bernardo Avenue; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Special Use Permit. District VII

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: VII – The Honorable George J. Altgelt Proposed use: Restaurant Serving Alcohol Site: Vacant Restaurant, old Maria Bonita Restaurant. Surrounding land uses: North of the property are McDonald's and Wendy's. East of the property is Interstate 35(Hwy 35)and the property abuts Santa Ursula Avenue. South of the property are Burger King, a Commercial Plaza (Laurel Insurance, EZ Pawn and Mike's Western Wear), Taco Palenque, and Pollo Palenque. West of the property are Ashley Furniture, Laredo Players, Metex Plaza, Sam's and Monterrey Inn. Comprehensive Plan: The Future Land Use Map identifies this tract as Light Commercial. Transportation Plan: The Long Range Thoroughfare Plan identifies Interstate 35 as a Highway, and San Bernardo Avenue, as a Minor Arterial. Letters sent to surrounding property owners: 9 In Favor: 2 Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

Staff supports the proposed Special Use Permit. STAFF COMMENTS A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district. Staff supports the issuance of the proposed SUP at this location for the following reasons: 1. The proposed SUP location meets distance requirements as per Ordinance 2013-O-005 2. The proposed SUP is appropriate at this location because it is compatible with the Comprehensive Plan's designation for the area as Light Commercial. 3. The proposed SUP is in conformance with the surrounded uses in the area. Staff suggests the following conditions: 1. The Special Use Permit is issued to IDR Investments, LLC and Palenque Grill Hwy., LLC, for a Palenque Grill Restaurant, and is non-transferable. 2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes. 3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Sunday through Wednesday from 10:00 a.m. through 12:00 midnight, Thursday from 10:00 a.m. through 1:00 a.m. and Friday and Saturday from 10:00 a.m. through 2:00 a.m. 4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties. 5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations. 6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code. 7. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. 8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu. 9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder. 10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges. 11. The restaurant shall undergo an annual Fire Inspection. 12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof. 13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code. 14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods. 15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses. 16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2016-O-
Maps ZC-11-2016
Exhibits A & B ZC-11-2016
Color Pictures ZC-11-2016

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 4A & 4B, BLOCK 1, GONZALEZ SUBDIVISION, LOCATED AT 4615 SAN BERNARDO AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lots 4A & 4B, Block 1, Gonzalez Subdivision, located at 4615 San Bernardo Avenue, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on February 16, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lots 4A & 4B, Block 1, Gonzalez Subdivision, located at 4615 San Bernardo Avenue.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to IDR Investments, LLC and Palenque Grill Hwy., LLC, for a Palenque Grill Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Sunday through Wednesday from 10:00 a.m. through 12:00 midnight, Thursday from 10:00 a.m. through 1:00 a.m. and Friday and Saturday from 10:00 a.m. through 2:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

7. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all Conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building
Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-- compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the Current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (l)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (l)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24. }3.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the Slime location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

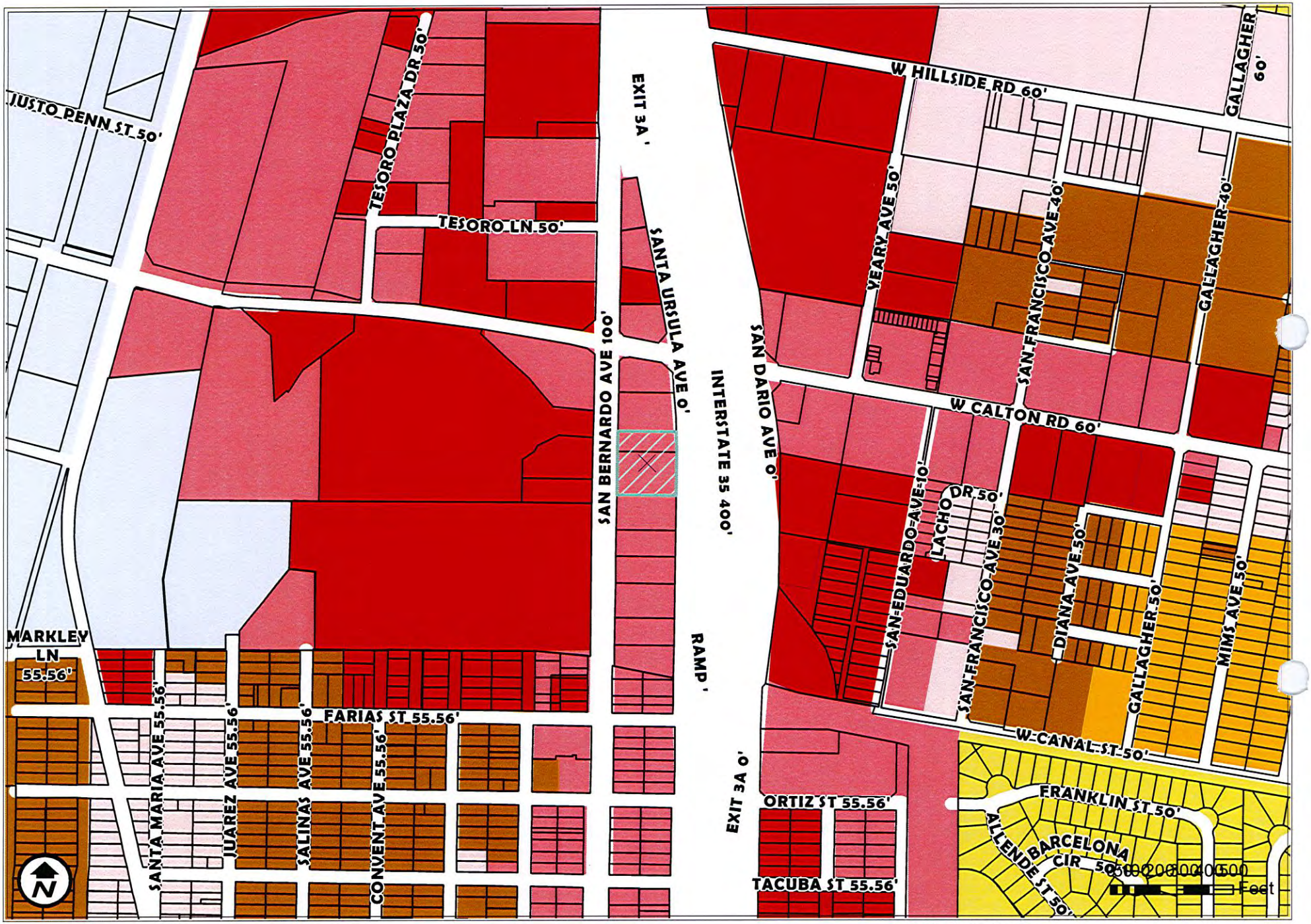
_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 12/31/2015

ZC-11-2016
COUNCIL DISTRICT 7
4615 SAN BERNARDO AVE

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

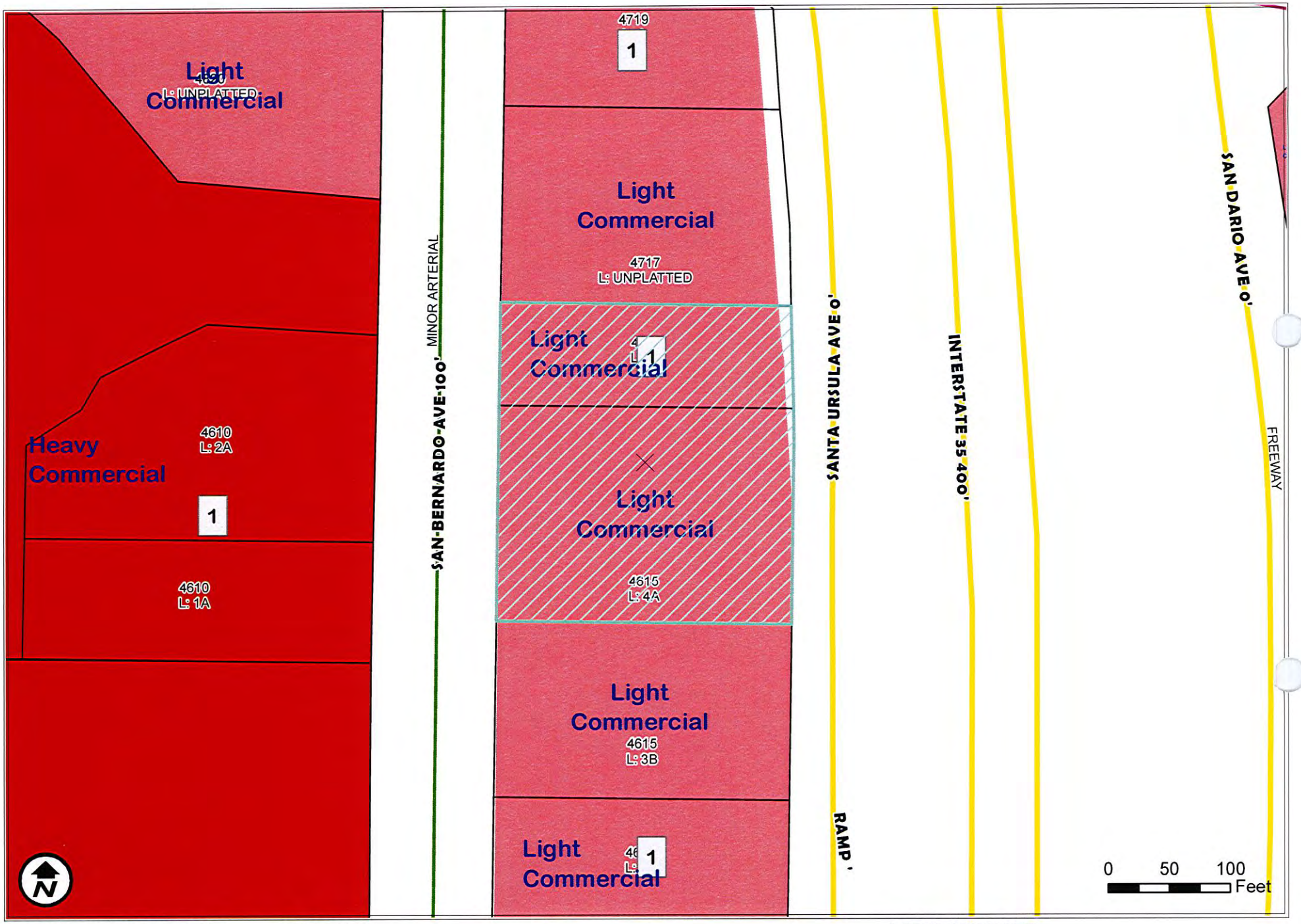
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/31/2015

ZC-11-2016
COUNCIL DISTRICT 7
4615 SAN BERNARDO AVE

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/31/2015

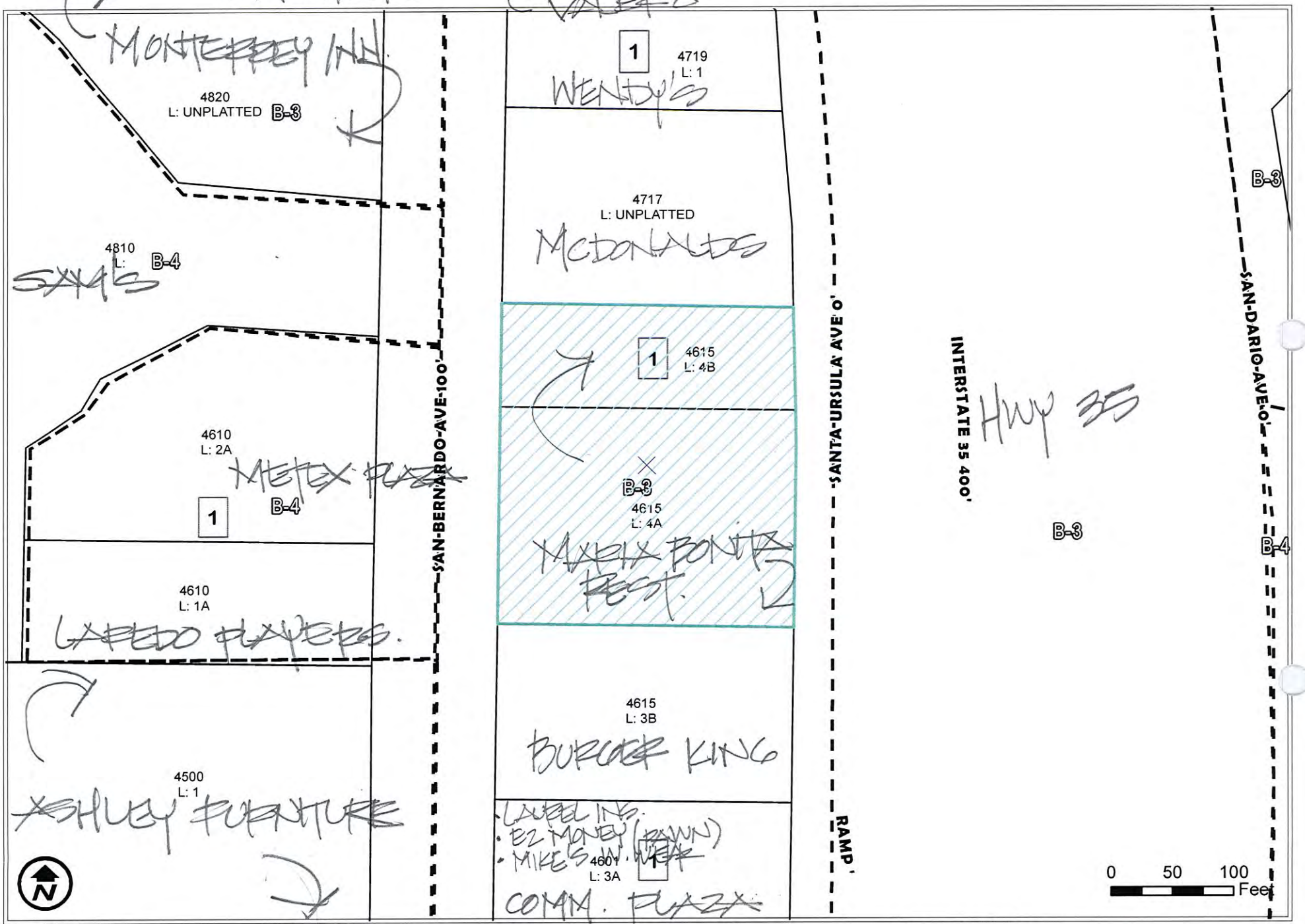
ZC-11-2016
COUNCIL DISTRICT 7
4615 SAN BERNARDO AVE

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

AERIAL MAP
1 inch = 100 feet
Date: 12/31/2015

ZC-11-2016
COUNCIL DISTRICT 7
4615 SAN BERNARDO AVE

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

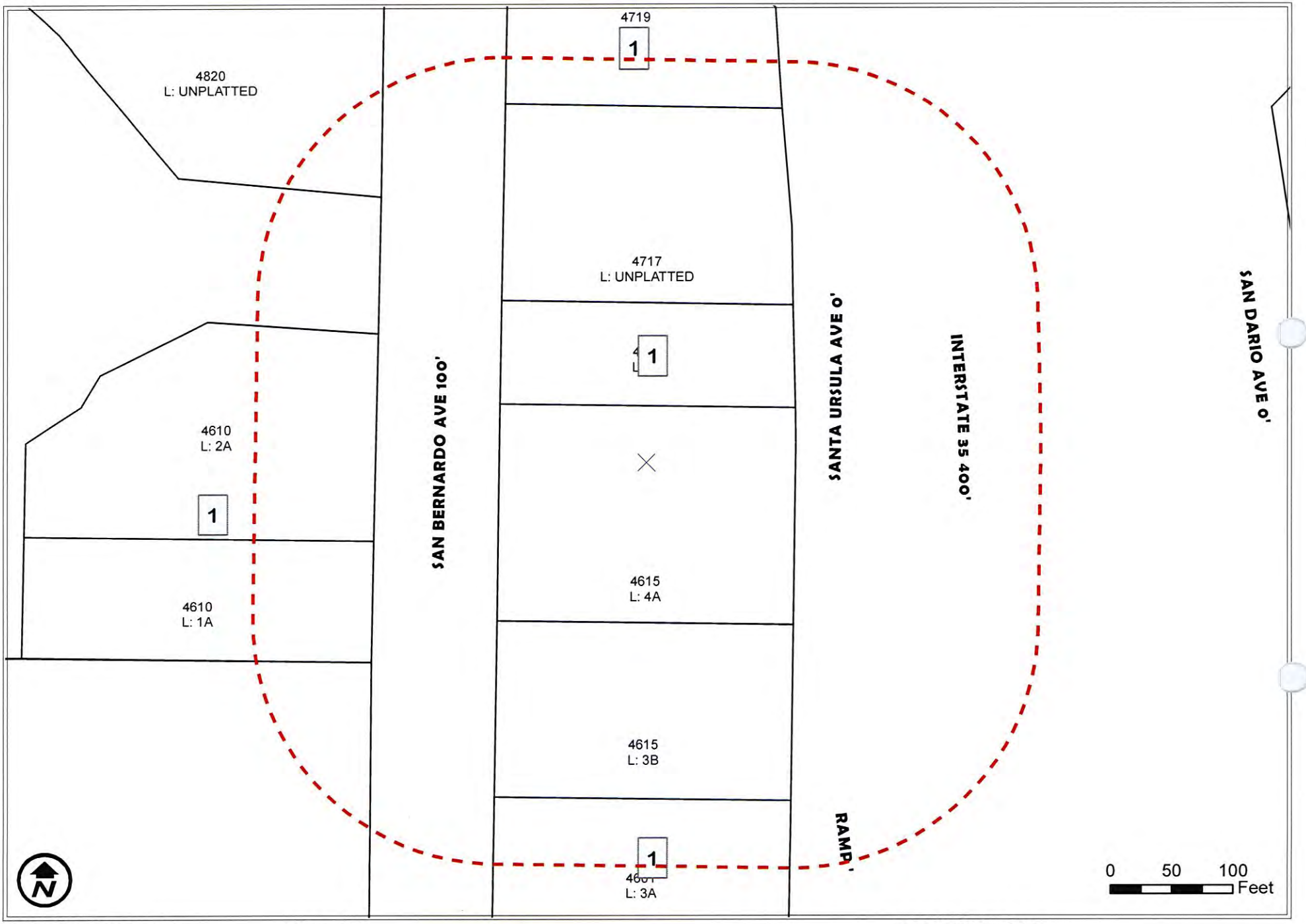


ZONING MAP
1 inch = 100 feet
Date: 12/31/2015

ZC-11-2016
COUNCIL DISTRICT 7
4615 SAN BERNARDO AVE

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



200' NOTIFICATION
1 inch = 100 feet
Date: 12/31/2015

ZC-11-2016
COUNCIL DISTRICT 7
4615 SAN BERNARDO AVE

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
-> RESTAURANT SERVING ALCOHOL

November 23, 2015

Palenque Grill
Brief Summary

Palenque Grill is a Mexican Restaurant founded in Laredo, Texas in 2005 as a full dining extension of one of the most successful South Texas Mexican Restaurants known as Taco Palenque.

The founder and owner, Mr. Juan Francisco Ochoa Sr. has over 40 years experience in the restaurant industry. He is a prolific restaurateur and the original founder of the Pollo Loco trademark.

The Palenque Grill concept consists of a "Full Service" restaurant with outstanding quality, authentic Mexican flavors and excellent service. This is how Palenque Grill was born and there currently exists 4 locations, one in Laredo, two in McAllen and one in San Antonio. Palenque Group is now in the process of opening 2 more locations a second one in San Antonio at La Cantera and the second location in Laredo.

The proposed location for this new Palenque Grill is at 4615 San Bernardo Ave Laredo, Texas 78041 with hours of operation from Sunday to Wednesday from 10:00 am to 12:00 midnight, Thursday from 10:00 am to 1:00 am and Friday and Saturday from 10:00 am to 2:00 am.

The concept is family oriented and we welcome as well groups of corporate clients with special events serving a great variety of dishes and mixed beverages in a casual environment.

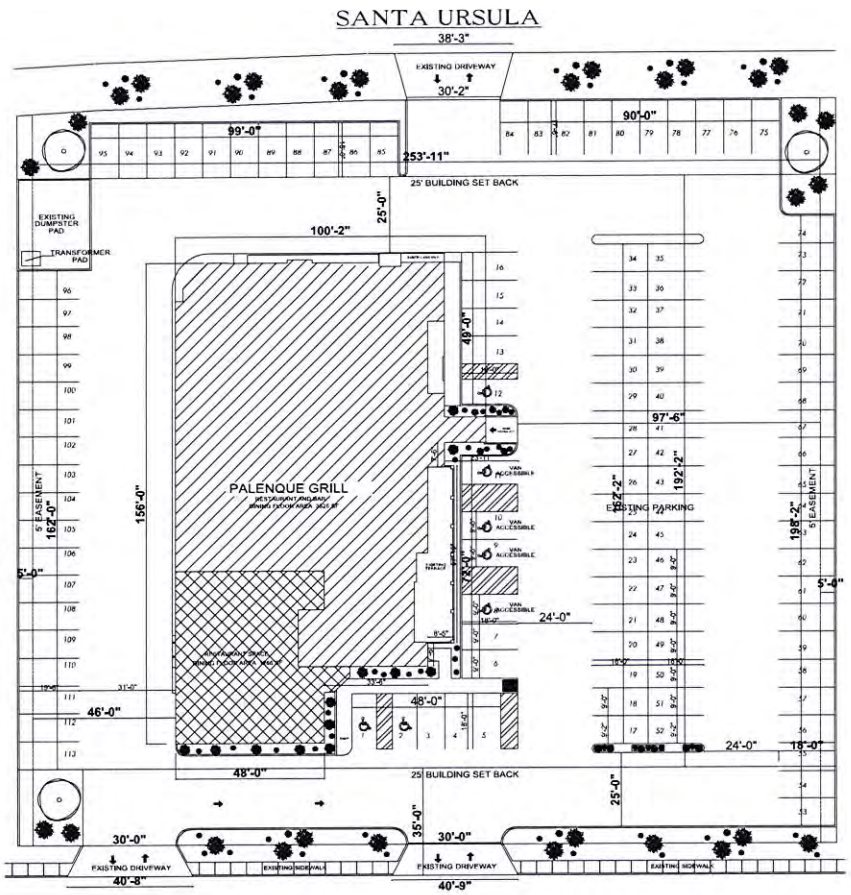
Known for his kindness, philanthropic generosity locally, statewide and nationally and acute business sense, Mr. Ochoa was recognized by the Laredo Chamber of Commerce as the 2011 Business Person of the Year, just to mention one of multiple awards received throughout his career.

For any further information please feel free to contact me.

Sincerely,

Manuel Villarreal
Senior VP of Business Development
956-744-3948 - M
956-726-3800 - O
Email: melo@tacopalenque.com

Exhibit B



20 10 0 20 40 60 80

SITE PLA
ESC. 1" = 20'

Exhibit A

N

ADDRESS: *4615 SAN BERNARDO AVENUE, LAREDO, TEXAS*

LEGAL DESCRIPTION:
REPLAT OF LOT: *12*
BLOCK: *1*
GONZALEZ SUBDIVISION

EXISTING PARKING SPACE	
H/C PARKING SPACES	= 7
REGULAR PARKING SACES	= 106
TOTAL PARKING SPACES	= 113

NOTES

VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF ANY WORK

Cassal Design

CHECKED BY: LGS
DRAWN BY: JNTI

PROJECT: PALENQUE GRILL
4615 SAN BERNARDO, LAREDO, TEXAS

DATE: 10.December.2015

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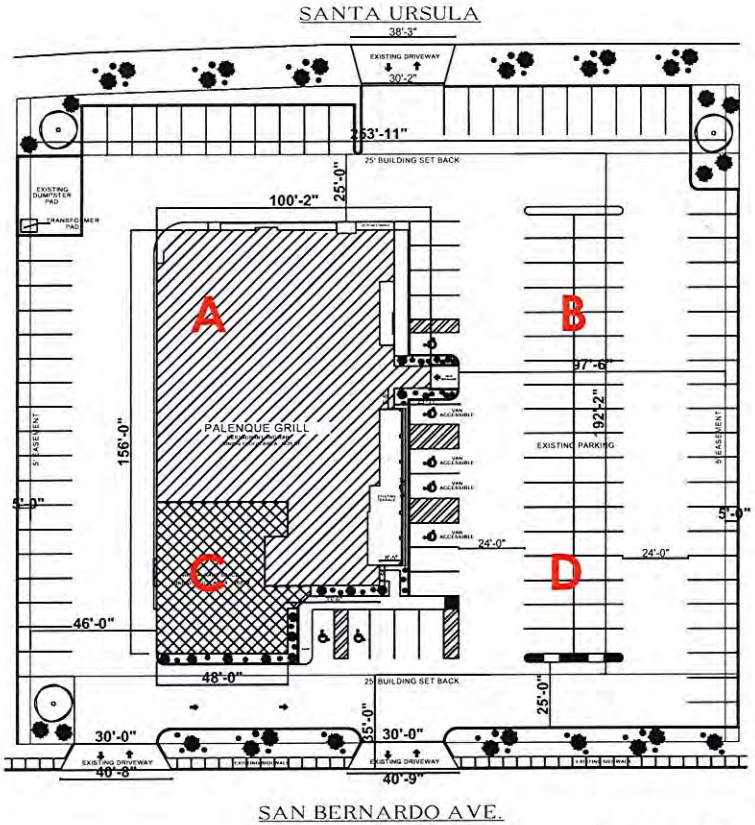
CASSAL DESIGNS

SHEET TITLE: SITE PLAN

SHEET: A 2.0



KEY PLAN
ESC. 1/64" = 1'0"

20 10 0 20 40 60 80

N

ADDRESS: *4615 SAN BERNARDO AVENUE, LAREDO, TEXAS*

LEGAL DESCRIPTION:
REPLAT OF LOT: *12*
BLOCK: *1*
GONZALEZ SUBDIVISION

EXISTING PARKING SPACE	
H/C PARKING SPACES	= 7
REGULAR PARKING SACES	= 105
TOTAL PARKING SPACES	= 112

NOTES

VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF ANY WORK

Cassal DISEÑO

CHECKED BY: LGS
DRAWN BY: JNTI

PROJECT: PALENQUE GRILL
4615 SAN BERNARDO AVENUE, LAREDO, TEXAS

Date
19 ,November,2015

Comments

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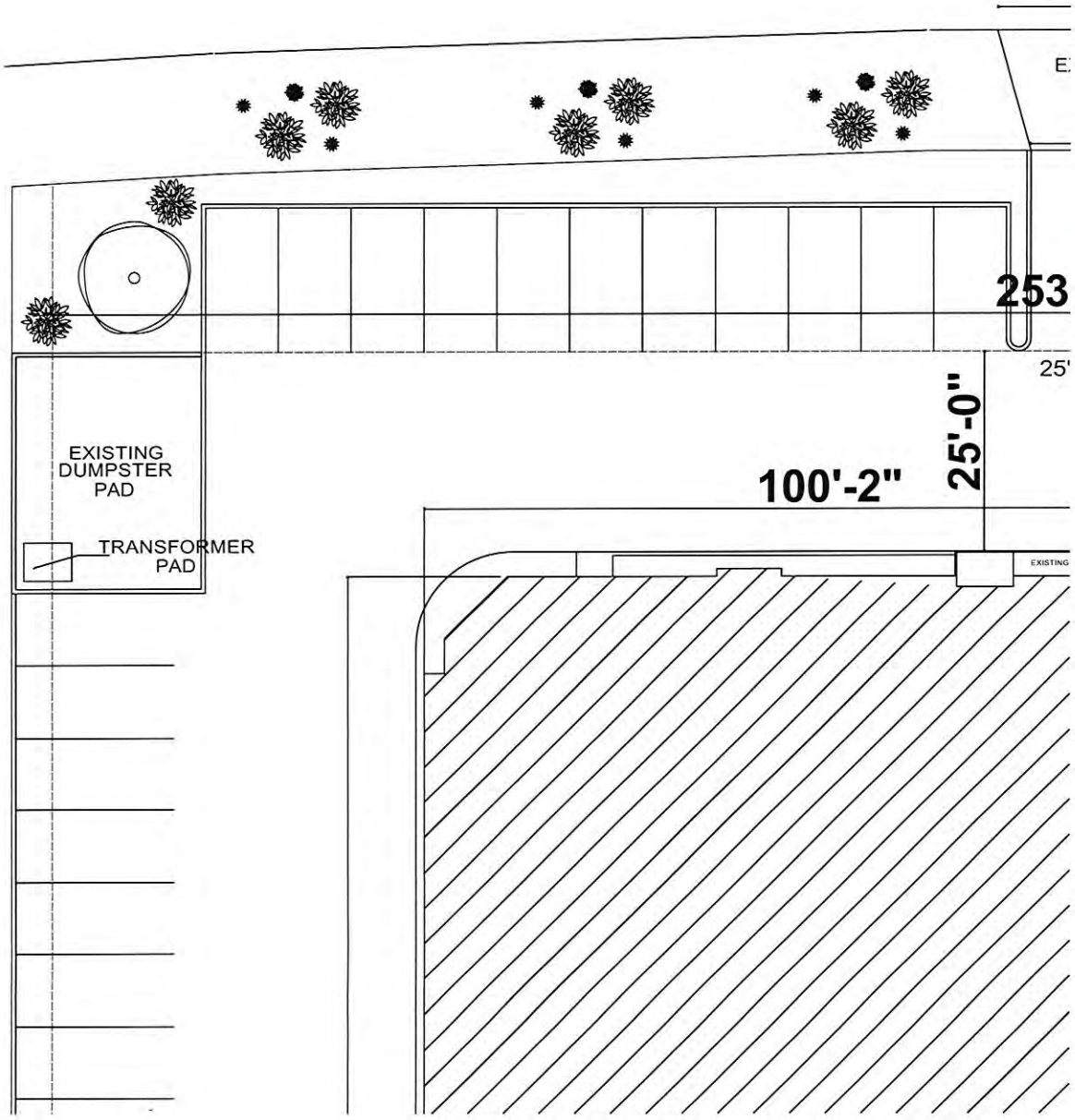
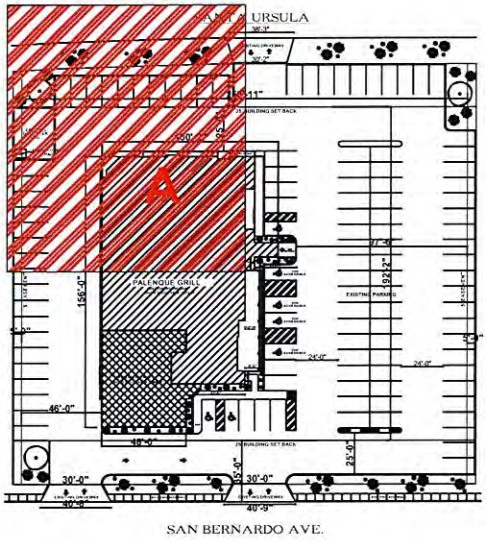
SHEET TITLE
KEY PLAN

SHEET
A 2.0

SANTA





KEY PLAN

SITE PLAN- SECTION A
ESC. 1" = 20'

Cassal DISEÑO

CHECKED BY: LGS

DRAWN BY: JNTI

PROJECT: **PALENQUE GRILL**
4615 SAN BERNARDO AVENUE, LAREDO, TEXAS

Date
19 .November.2015

Comments

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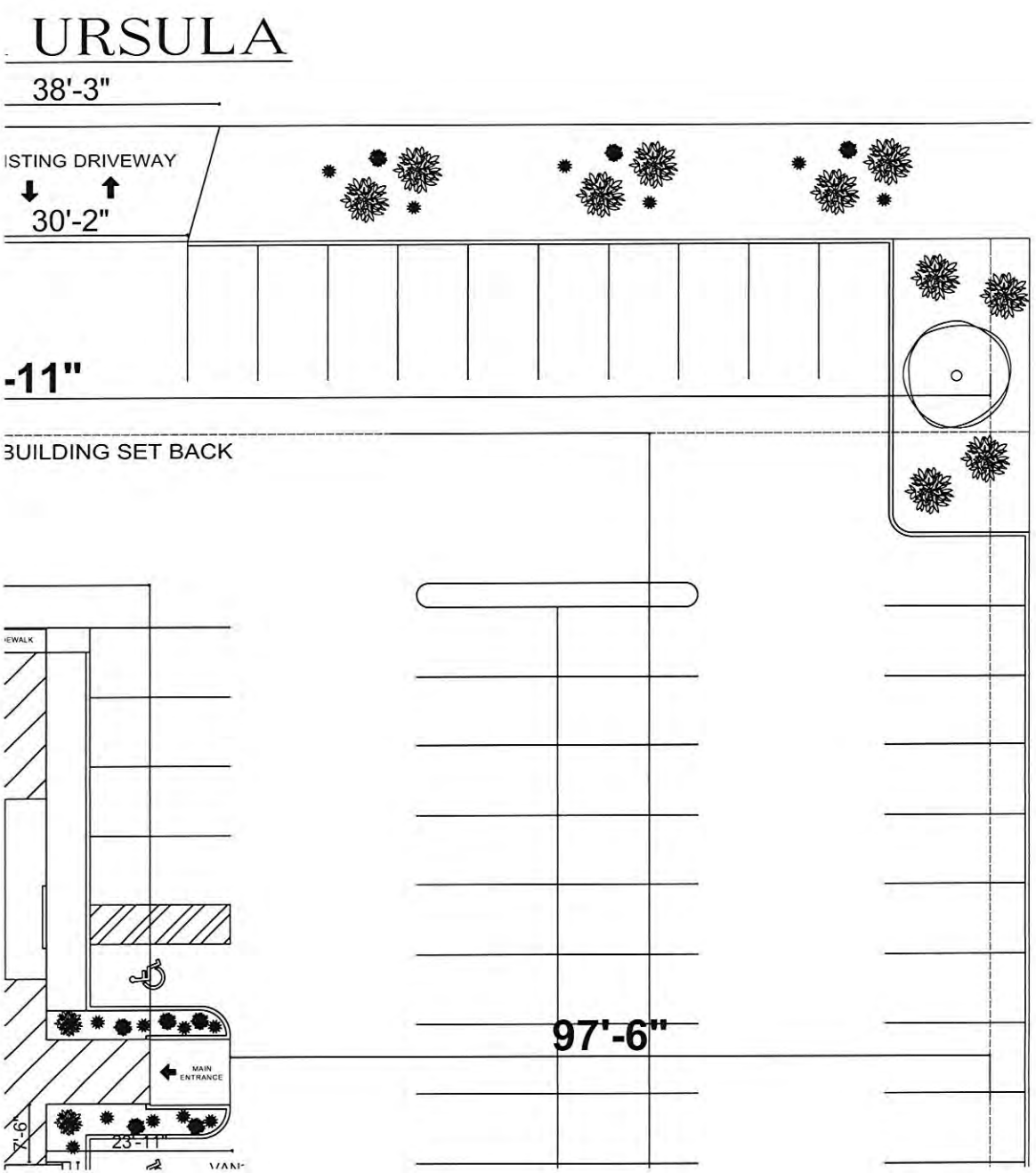
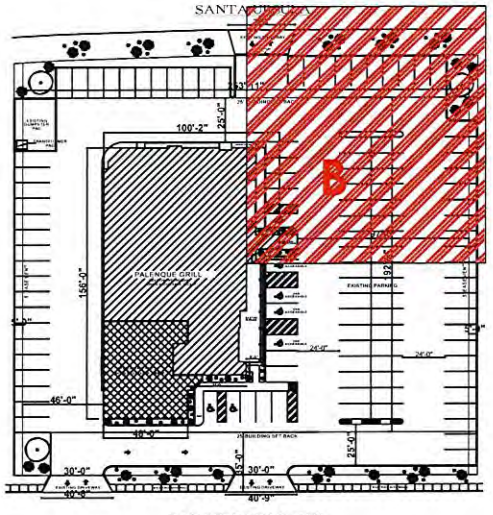
SHEET TITLE
SITE PLAN

SHEET
A 2.0





KEY PLAN

SITE PLAN- SECTION B
ESC. 1" = 20'

Cassal DISEÑO

CHECKED BY: LGS

DRAWN BY: JNTI

PROJECT: PALENQUE GRILL
4615 SAN BERNARDO AVENUE, LAREDO, TEXAS

Date
19 .November.2015

Comments

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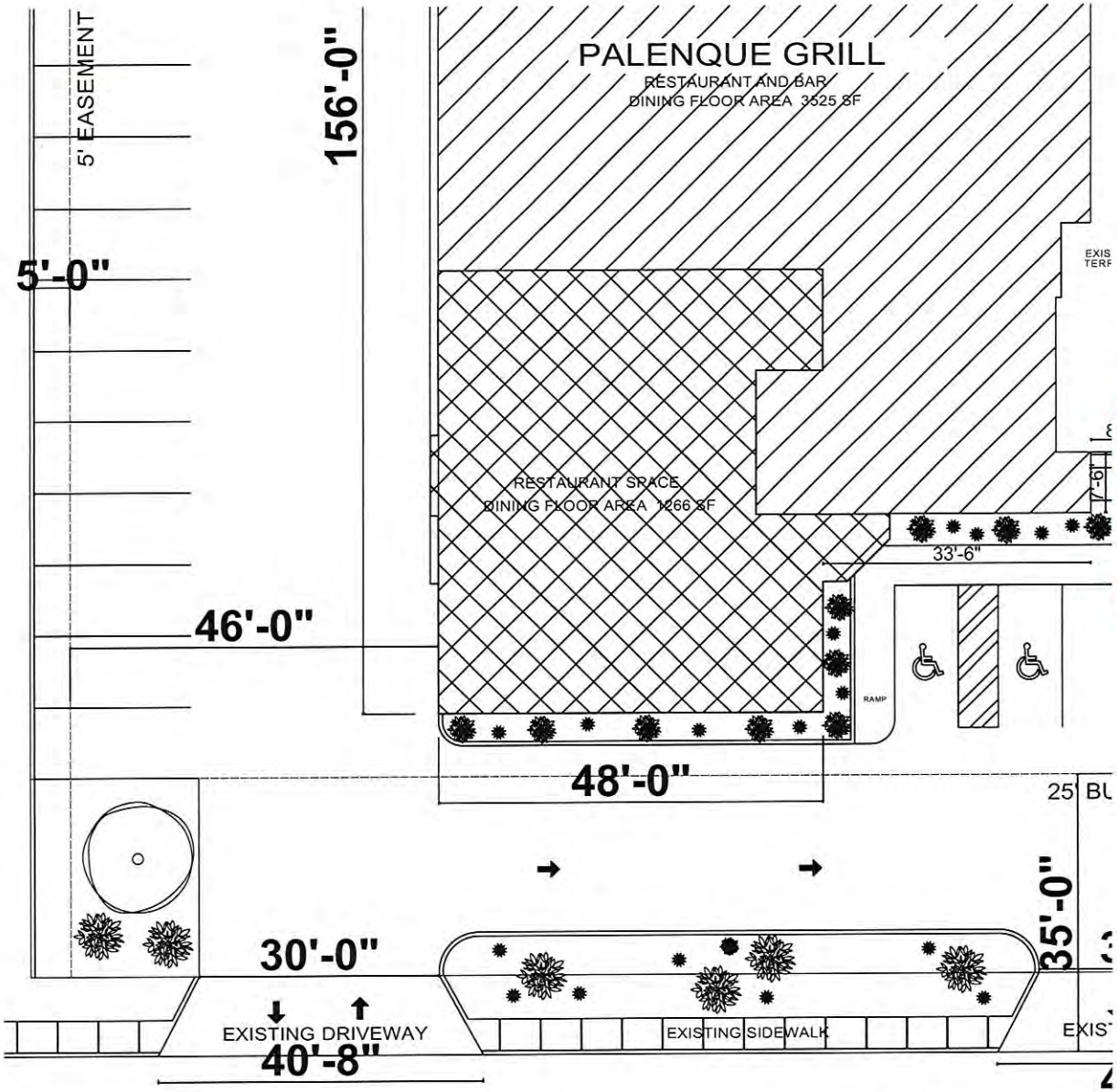
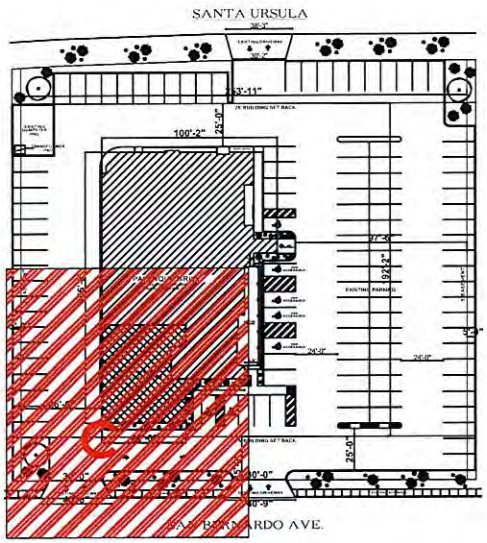
SHEET TITLE
SITE PLAN

SHEET
A 2.0



SITE PLAN- SECTION C
ESC. 1" = 20'



KEY PLAN

SAN BERNA

Cassal DISEÑO

CHECKED BY: LGS

DRAWN BY: JNTI

PROJECT: PALENQUE GRILL
4615 SAN BERNARDO AVENUE, LAREDO, TEXAS

Date
19 .November.2015

Comments

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SHEET TITLE
SITE PLAN

SHEET
A 2.0

ZC-11-2016
B3 to SUP for a Restaurant Selling Alcohol
4615 San Bernardo Avenue

ZC-11-2016

B3 to SUP for a Restaurant Selling Alcohol

4615 San Bernardo Avenue

ZC-11-2016
B3 to SUP for a Restaurant Selling Alcohol
4615 San Bernardo Avenue

ZC-11-2016
B3 to SUP for a Restaurant Selling Alcohol
4615 San Bernardo Avenue

ZC-11-2016
B3 to SUP for a Restaurant Selling Alcohol
4615 San Bernardo Avenue

Public Hearings (also Intro Ord) **2.**

City Council-Regular
Meeting Date: 02/16/2016

Initiated By: Sandra Rocha Taylor, Owner/Applicant

Staff Source: Nathan R. Bratton

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a Bar, on Lots 1 & 2, Block 857, Western Division, located at 3301 San Bernardo Avenue, Suite 24; providing for publication and effective date.

Staff supports the application and Planning & Zoning Commission recommends approval of the Conditional Use Permit. District VIII

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: VIII – The Honorable Roberto Balli Proposed use: Bar Site: Pan-American Motel, Don Vicente Restaurant, Hatley Castings and a Vacant Building (proposed bar location). Surrounding land uses: North of the property are Executive Office Supply and Nacionalizacion de Vehiculos. East of the property are, Highway Interstate 35 and Santa Ursula Avenue (south bound). South of the property are Advanced Auto Parts and AutoZone. West of the property are Boost Mobile, Aranda's Restaurant, Il Divo, Sal's Pizza, Martinez Imports and Stripes/Valero Gas Station. Abutting the site within the same property are Don Vicente Restaurant, Pan-American Motel and Hatley Castings. Comprehensive Plan: The Future Land Use Map identifies this tract as Light Commercial. Transportation Plan: The Long Range Thoroughfare Plan identifies Interstate 35 as a Highway, and San Bernardo Avenue, as a Minor Arterial. The Plan does not identify Burnside Street or Madison Street. Letters sent to surrounding property owners: 8 In Favor: 1 Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff supports the proposed Conditional Use Permit. STAFF COMMENTS The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Bars in zones AE, B-4, M-1, M-2 and MXD. This property is currently zoned B-3(Community Business District) zoning district. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, “Applications for properties currently zoned B-1, B-1R, CBD, B-3, or B-4, may only seek conditional status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity.” Staff supports the proposed Conditional Use Permit for the following reasons: 1. The proposed CUP is appropriate at this location because it is compatible with the Comprehensive Plan’s designation for the area as Light Commercial. 2. The proposed CUP is in conformance with the surrounded uses in the area. The property abuts businesses which face the commercial corridor along San Bernardo Avenue. 3. The property meets the distance requirement from residential districts and residential uses. Staff supports the Conditional Use Permit at this location and suggests the following provisions be attached: 1. The C.U.P. shall be issued to Sandra Rocha Taylor, and is nontransferable. 2. The C.U.P. is restricted to a bar with operating hours from Monday through Sunday from 12:00 noon through 2:00 a.m. and as further described in letter, Exhibit “A”, which is made part hereof for all purposes. 3. The C.U.P. is restricted to 1,320 S.F. of Building B, Suite 24, on the site plan, Exhibit “B”, which is made part hereof for all purposes. 4. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited. 5. Signage is limited to that allowed in a B-3 District as per sign ordinance and TABC rules and regulations. 6. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties. 7. Owner shall provide parking spaces in compliance with Section 24.78 and 24-78.3 of the Laredo Land Development Code; (for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, and as required by ordinance. 8. Off-site parking is prohibited. 9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code. 10.The bar owner shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to business holder. 11.The bar owner shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges. 12.The bar shall undergo an annual Fire Inspection. 13.Owner shall provide an opaque fence of wall of not less than seven feet in height along all side or rear property lines which abut of adjoin residential property or zoning district, (if applicable) in compliance with Section 24.79 of the Laredo Land Development Code. 14.Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods (if applicable). 15.Outdoor music and speakers shall be allowed as per Noise Ordinance and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property. 16.Owner shall comply with all Building, Fire and Life Safety Code Regulations as required. 17.Owner/Applicant shall have restricted access to building “B” through the San Bernardo main entrance to the property, and Santa Ursula, shall be used as an exit

only. No access or exit to Building “B” or the property shall be permitted through Burnside Street.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

Ordinance 2016-O-
ZC-14-2016 Color Maps
Exhibits A & B ZC-14-2016
ZC-14-2016 Color Pictures

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A BAR, ON LOTS 1 & 2, BLOCK 857, WESTERN DIVISION, LOCATED AT 3301 SAN BERNARDO AVENUE, BUILDING B, SUITE 24; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a Bar on Lots 1 & 2, Block 857, Western Division, located at 3301 San Bernardo Avenue, Building B, Suite 24; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 21, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended approval of the issuance of the Conditional Use Permit; and,

WHEREAS, notice of the Conditional Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on February 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Conditional Use Permit for a bar on Lots 1 & 2, Block 857, Western Division, located at 3301 San Bernardo Avenue, Building B, Suite 24.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Sandra Rocha Taylor, and is nontransferable.
2. The C.U.P. is restricted to a bar with operating hours from Monday through Sunday from 12:00 noon through 2:00 a.m. and as further described in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to 1,320 S.F. of Building B, Suite 24, on the site plan, Exhibit "B", which is made part hereof for all purposes.

4. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
5. Signage is limited to that allowed in a B-3 District as per Sign Ordinance, and TABC rules and regulations.
6. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Owner shall provide parking spaces in compliance with Section 24.78 and 24-78.3 of the Laredo Land Development Code; (for commercial parking, parking space dimensional requirements, loading space requirements and dimensions, paving, drainage, maintenance, lighting, location of parking spaces, disabled vehicles, joint use of parking spaces (on-site), wheel blocks, access and maneuvering space requirements, width of access driveway in business and industrial districts, and as required by ordinance.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. The bar owner shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to business holder.
11. The bar owner shall, during all hours of operation, maintain, free from obstruction or Impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The bar shall undergo an annual Fire Inspection.
13. Owner shall provide an opaque fence of wall of not less than seven feet in height along all side or rear property lines which abut of adjoin residential property or zoning district, (if applicable) in compliance with Section 24.79 of the Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential Neighborhoods (if applicable).
15. Outdoor music and speakers shall be regulated as per Ordinance (Noise Nuisance) and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
16. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
17. Owner/Applicant shall have restricted access to building “B” through the San Bernardo Avenue main entrance to the property, and Santa Ursula shall be used as an exit only. No access or exit to Building “B” or the property shall be permitted through Burnside Street.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation,” according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

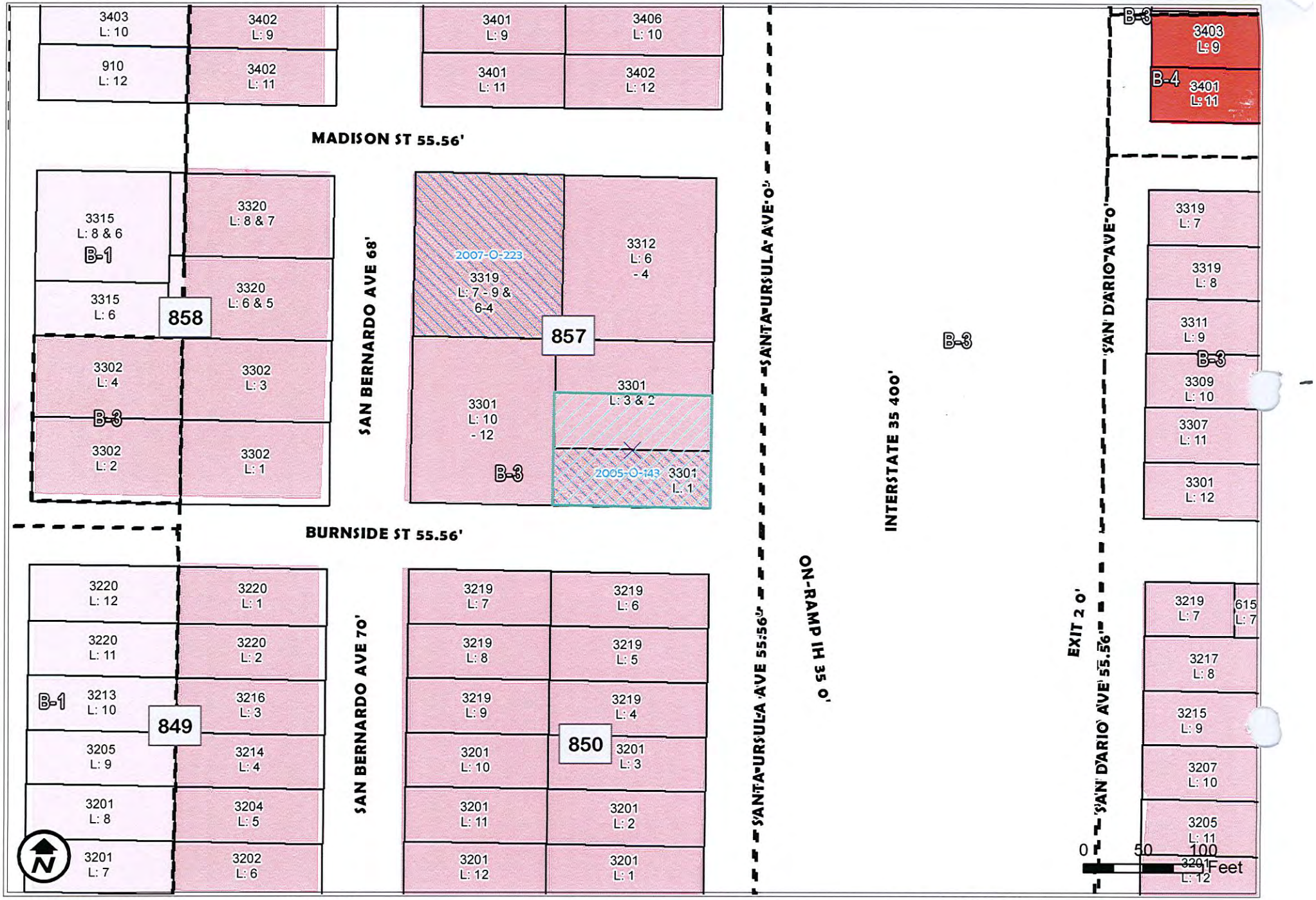
_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH “ZONE” T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 1/5/2016

ZC-14-2016
COUNCIL DISTRICT 8
3301 SAN BERNARDO STE 24

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
-> 2005-O-143 - BAR

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

ZONING OVERVIEW
1 inch = 500 feet
Date: 1/5/2016

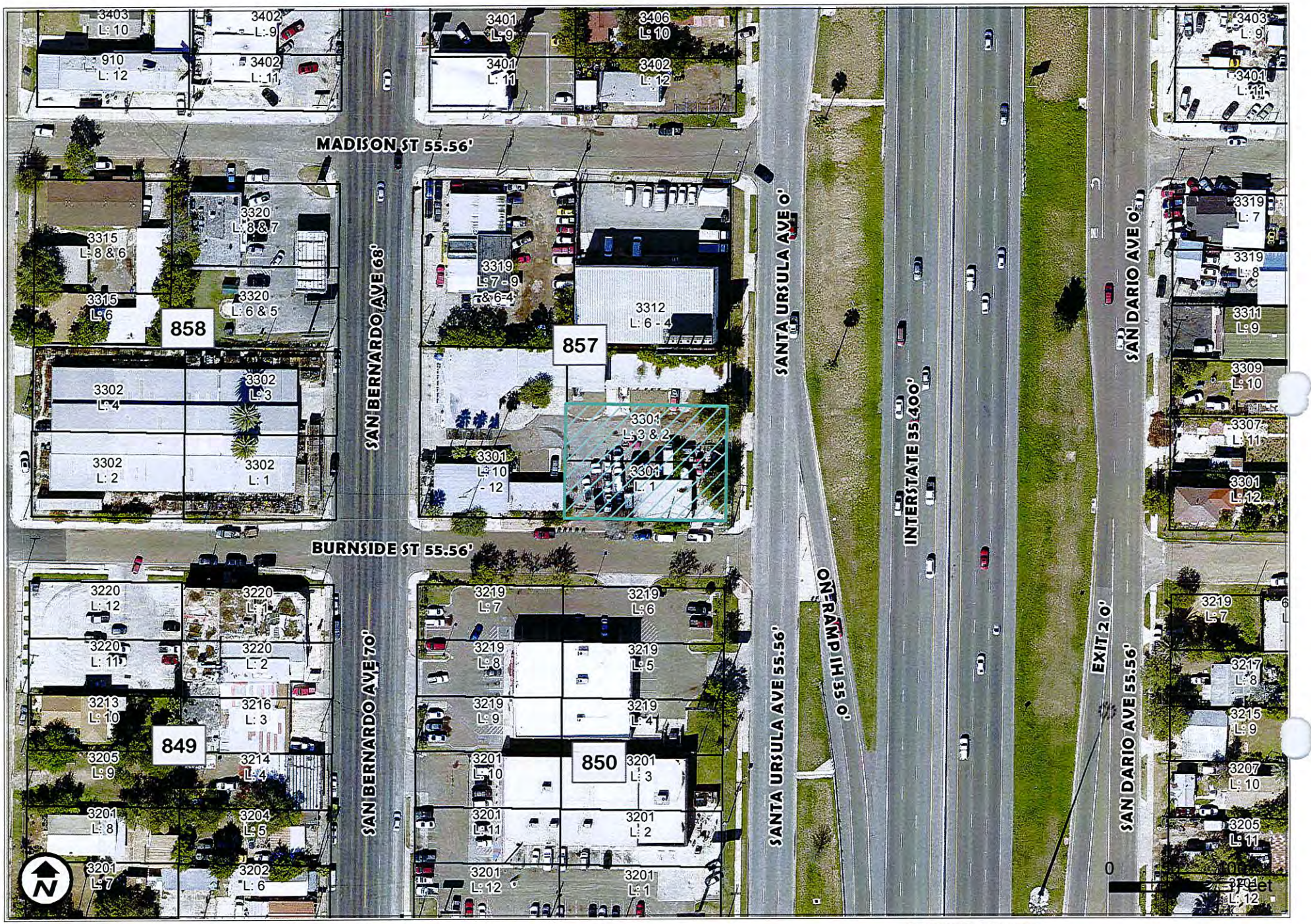
ZC-14-2016
COUNCIL DISTRICT 8
3301 SAN BERNARDO STE 24

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
-> 2005-O-143 - BAR

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 1/5/2016

ZC-14-2016
COUNCIL DISTRICT 8
3301 SAN BERNARDO STE 24

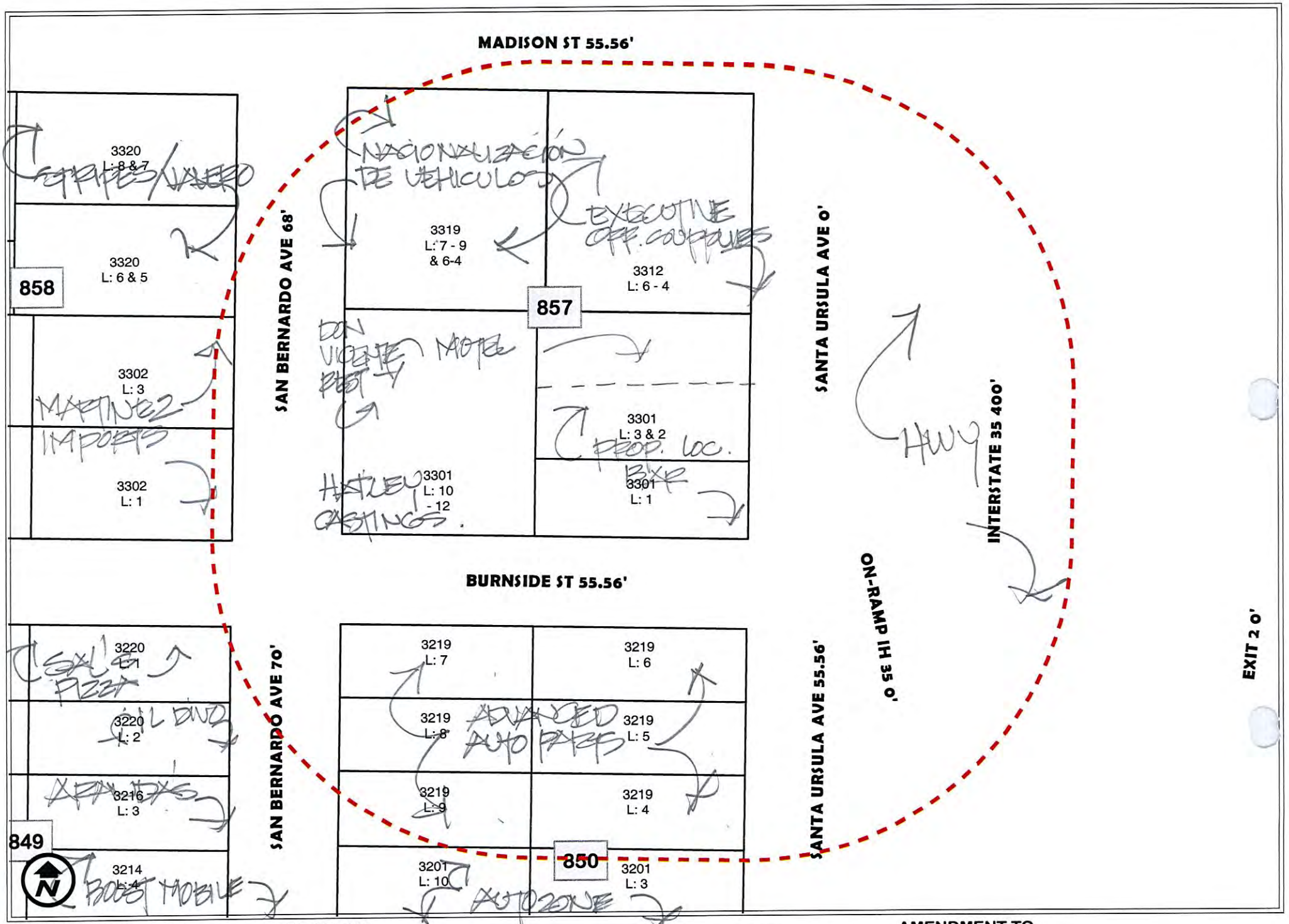
AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
-> 2005-O-143 - BAR



AERIAL MAP
1 inch = 100 feet
Date: 1/5/2016

ZC-14-2016
COUNCIL DISTRICT 8
3301 SAN BERNARDO STE 24

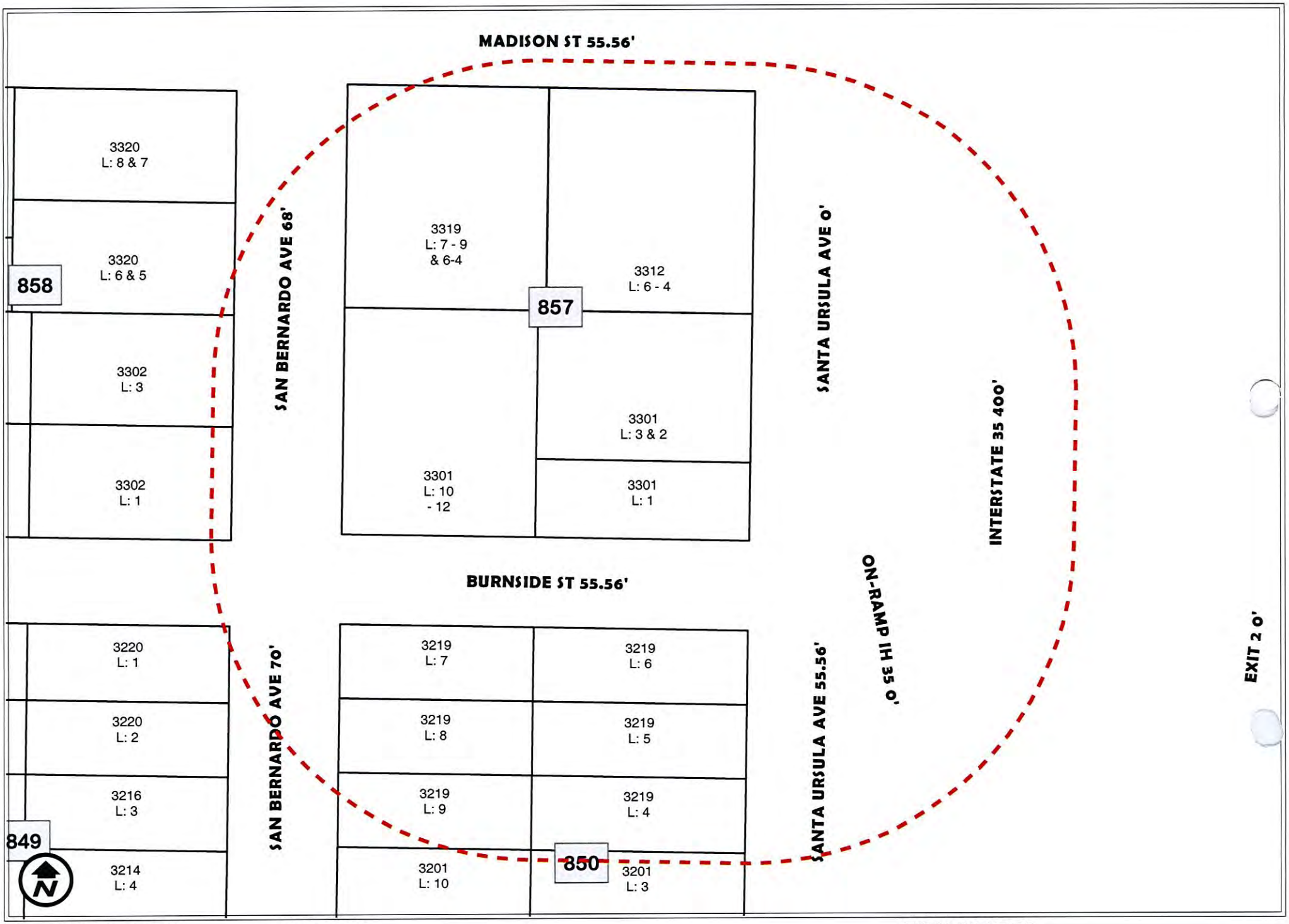
AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
-> 2005-O-143 - BAR



200' NOTIFICATION
1 inch = 75 feet
Date: 1/6/2016

ZC-14-2016
COUNCIL DISTRICT 8
3301 SAN BERNARDO STE 24

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
-> 2005-O-143 - BAR



200' NOTIFICATION
1 inch = 75 feet
Date: 1/6/2016

ZC-14-2016
COUNCIL DISTRICT 8
3301 SAN BERNARDO STE 24

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
-> 2005-O-143 - BAR

City of Laredo
Planning and Zoning Department
Attn: Alejandrina Sanchez
Planner II

Ref: CUP for Lot 1 & 2 Block 857 WD

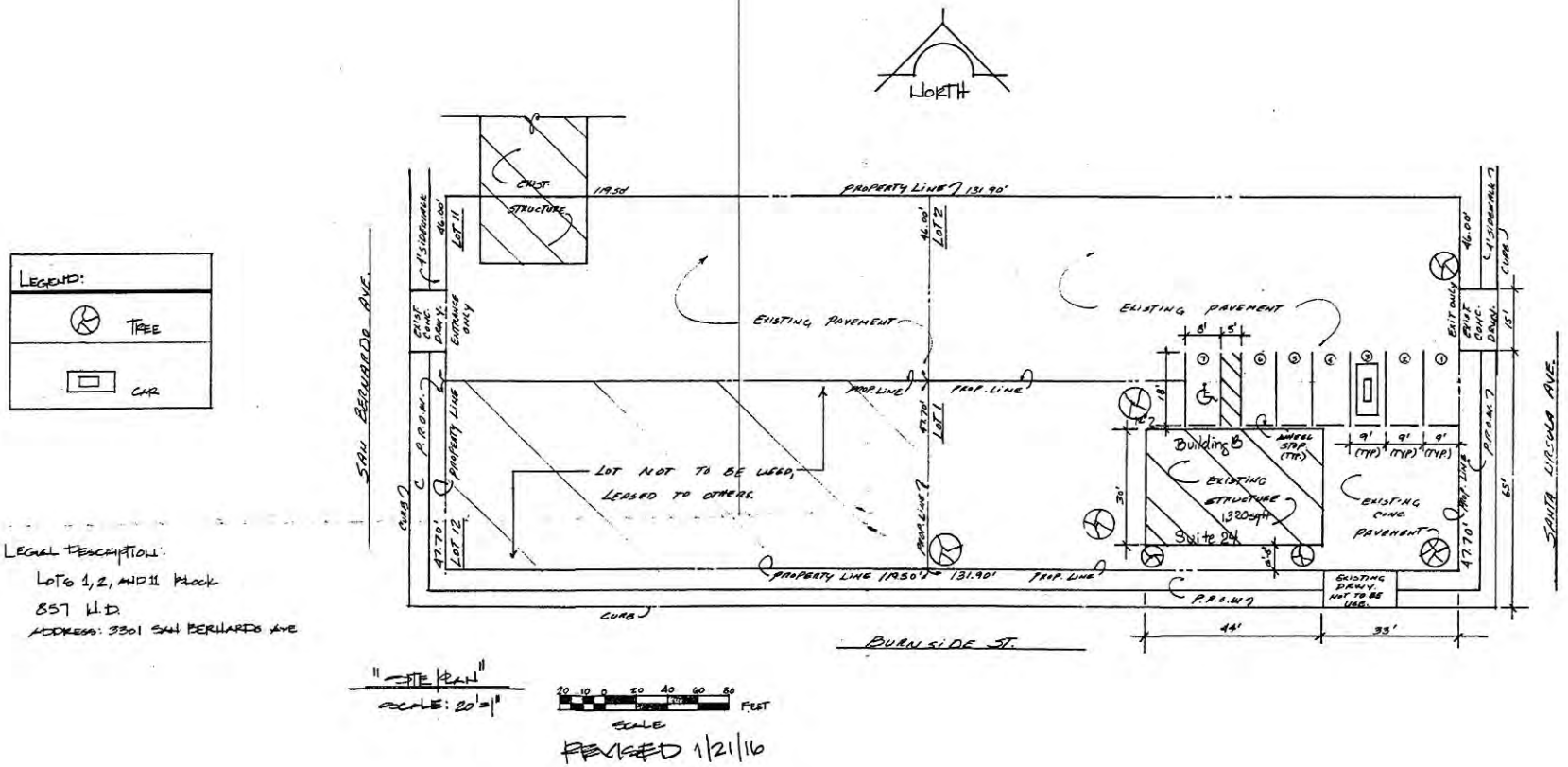
This is a request for a conditional use permit (CUP) for two lots located at Lot 1 & 2 Block 857 WD. The proposed use is for a bar serving alcohol and snacks (i.e. peanuts, chips). They will have a minimum of 2 employees and their hours of operation will be from 12 noon until 2 a.m. Monday through Sunday.

Sincerely,

Sandra Rocha Taylor
Owner

Exhibit A

REVISED 1/21/16



"SITE PLAN"

SCALE: 20'=1"

REVISED 1/21/16

LEGAL DESCRIPTION:

LOTS 1, 2, AND 11 BLOCK 857 U.D.

ADDRESS: 3301 SAN BERNARDO AVE

Exhibit B

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016

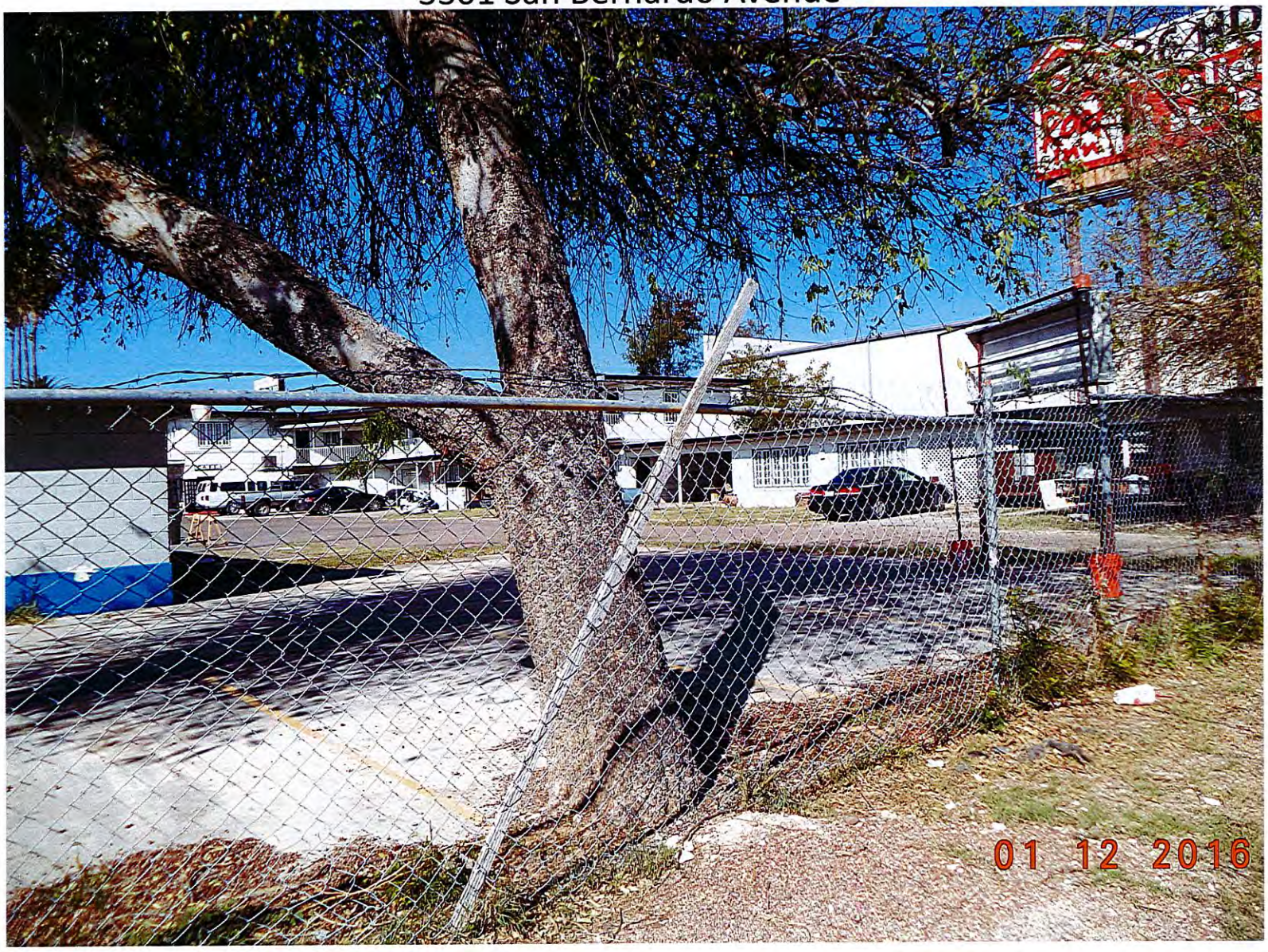
B3 to CUP for a Bar

3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue



ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

ZC-14-2016
B3 to CUP for a Bar
3301 San Bernardo Avenue

Public Hearings (also Intro Ord) **3.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Killiam Development, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning .06 acres, as further described by metes and bounds in attached Exhibit "A", located East of Bob Bullock Loop and North of Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District VI

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Billboard Sign

Site: Vacant and undeveloped

Surrounding land uses: Properties to the north, west and east are vacant and undeveloped. There is a natural gas regulation station adjacent to the south.

Comprehensive Plan: The Future Land Use Map recognizes this area as Heavy Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway.

Letters sent to surrounding property owners: 3 In Favor: 1 Opposed: 0

STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is consistent with the Comprehensive Plan's designation as Heavy Commercial.
2. The proposed site is located along an Expressway as designated on the Long Range Thoroughfare Plan.
3. The proposed zone change is compatible with the surrounding uses.

IMPACT ANALYSIS

B-4 (Highway Commercial District): The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes, the established land use pattern along this section of Bob Bullock Loop is primarily vacant and undeveloped with some billboard signs and utility stations.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are other B-4 districts to the south along Bob Bullock Loop.

Will change adversely influence living conditions in the neighborhood?
No, this section of Bob Bullock Loop is primarily vacant and undeveloped.

Are there substantial reasons why the property can not be used in accord with existing zoning?
Yes, the existing R-1 district only allows for single-family residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Zoning Overview Map
Future Land Use Map
Pictures
Survey and Exhibit

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING .06 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED EAST OF BOB BULLOCK LOOP AND NORTH OF DEL MAR BOULEVARD, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of .06 acres, as further described by metes and bounds in attached Exhibit "A", located East of Bob Bullock Loop and North of Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 21, 2016, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on February 16, 2016, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning .06 acres, as further described by metes and bounds in attached Exhibit "A", located East of Bob Bullock Loop and North of Del Mar Boulevard, from R-1 (Single-Family Residential District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

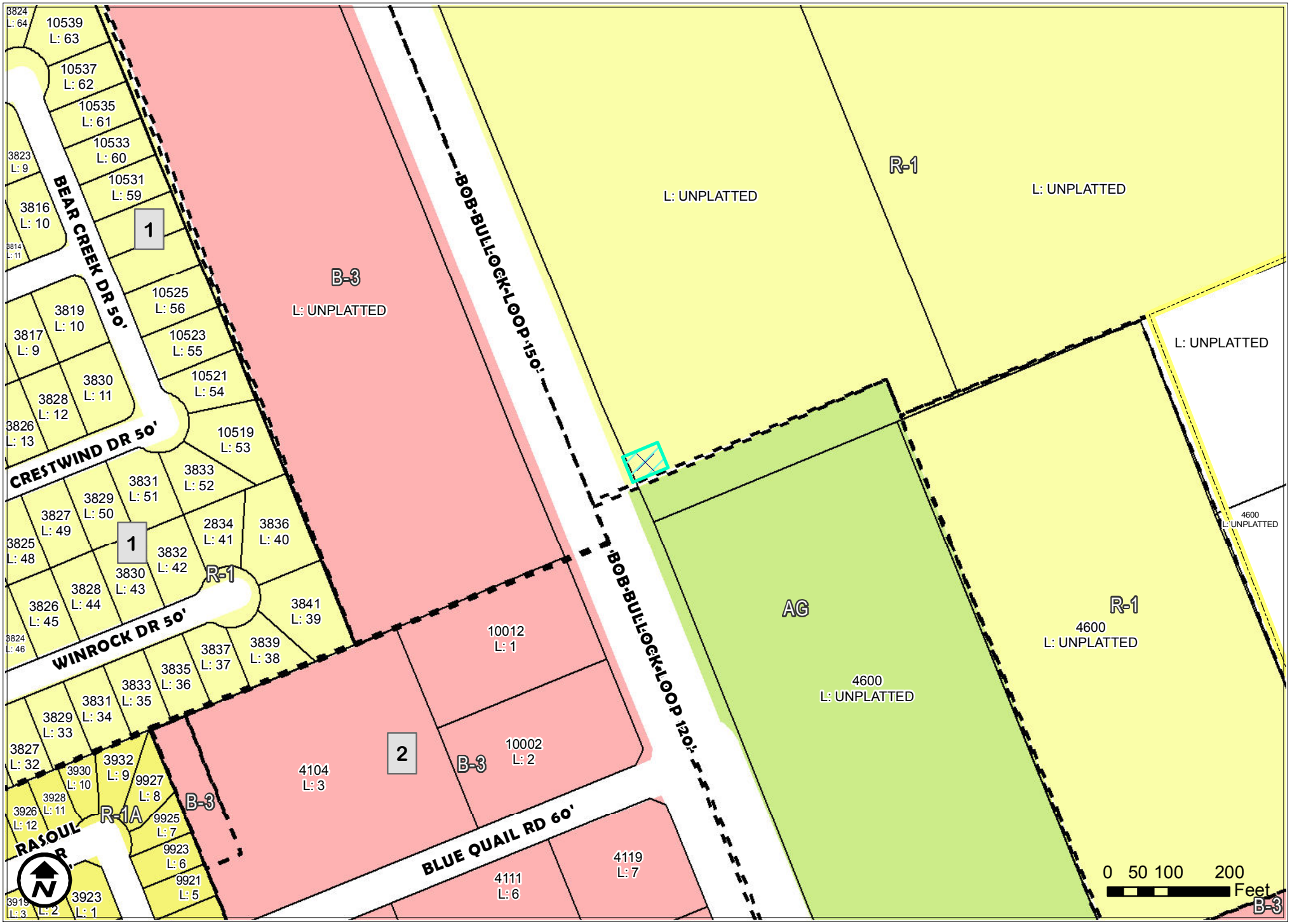
_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

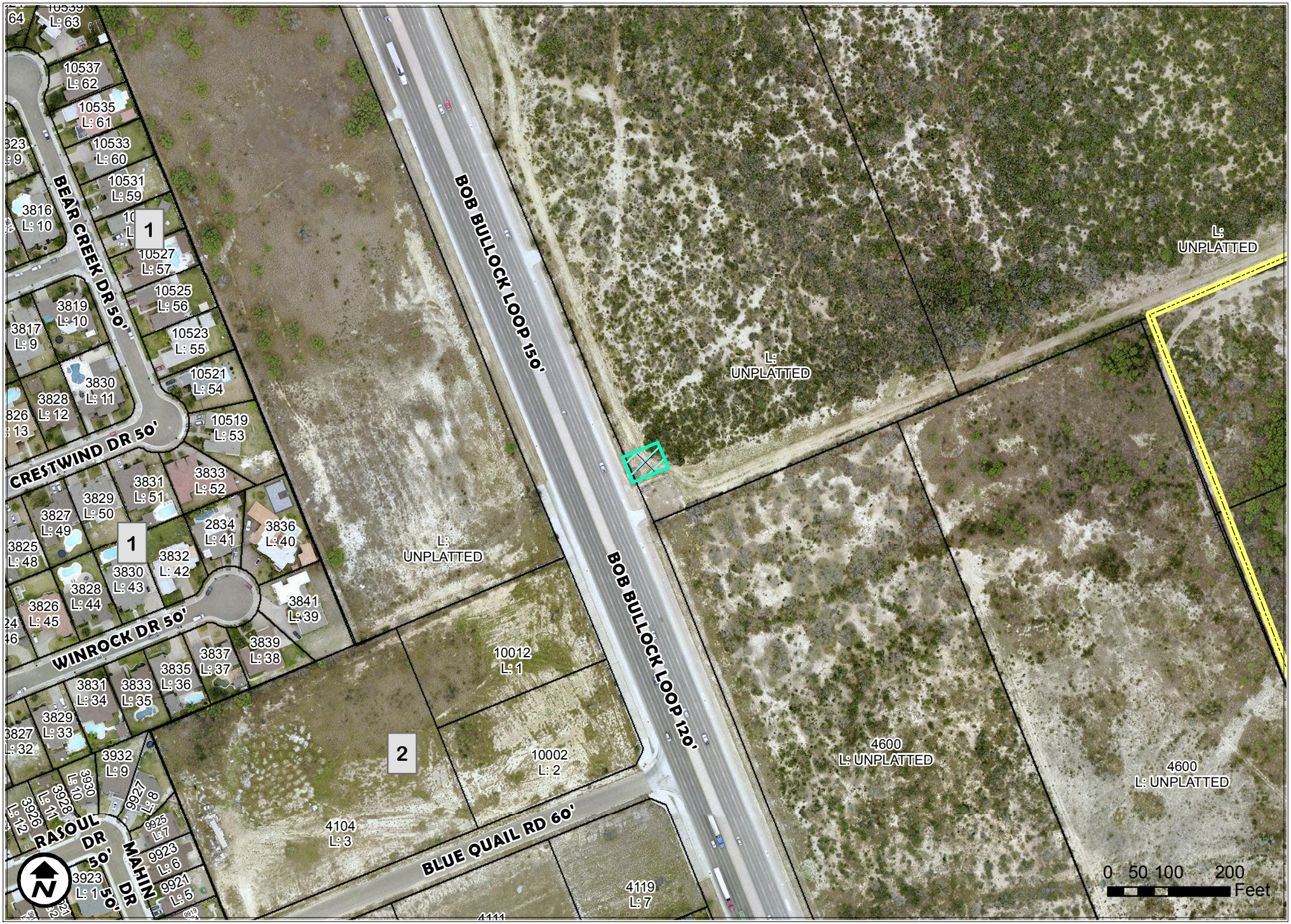


ZONING MAP
1 inch = 200 feet
Date: 12/31/2015

ZC-13-2016
COUNCIL DISTRICT 6
E OF BOB BULLOCK, .28 MI N OF DEL MAR

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

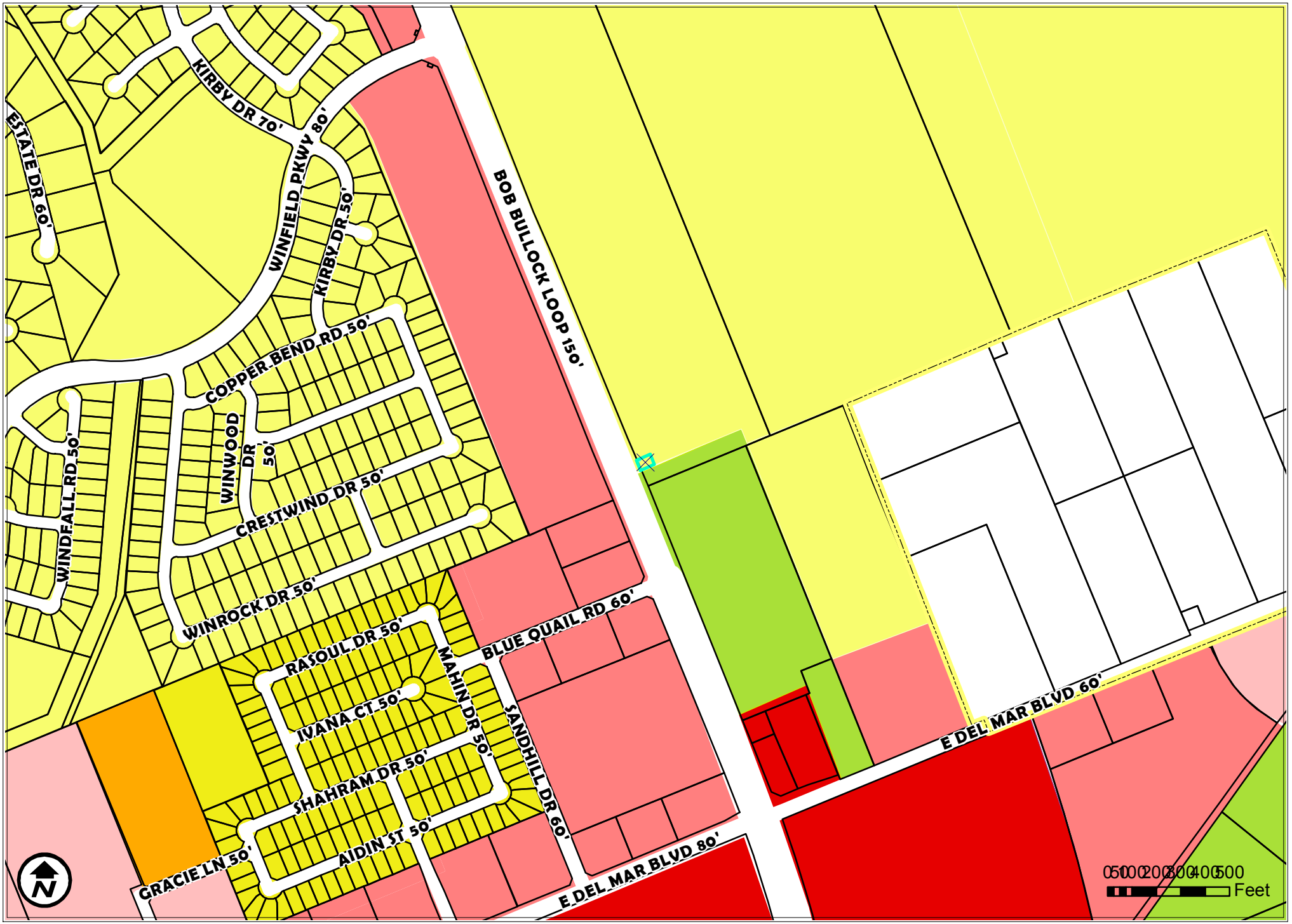
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 200 feet
Date: 12/31/2015

ZC-13-2016
COUNCIL DISTRICT 6
E OF BOB BULLOCK, .28 MI N OF DEL MAR

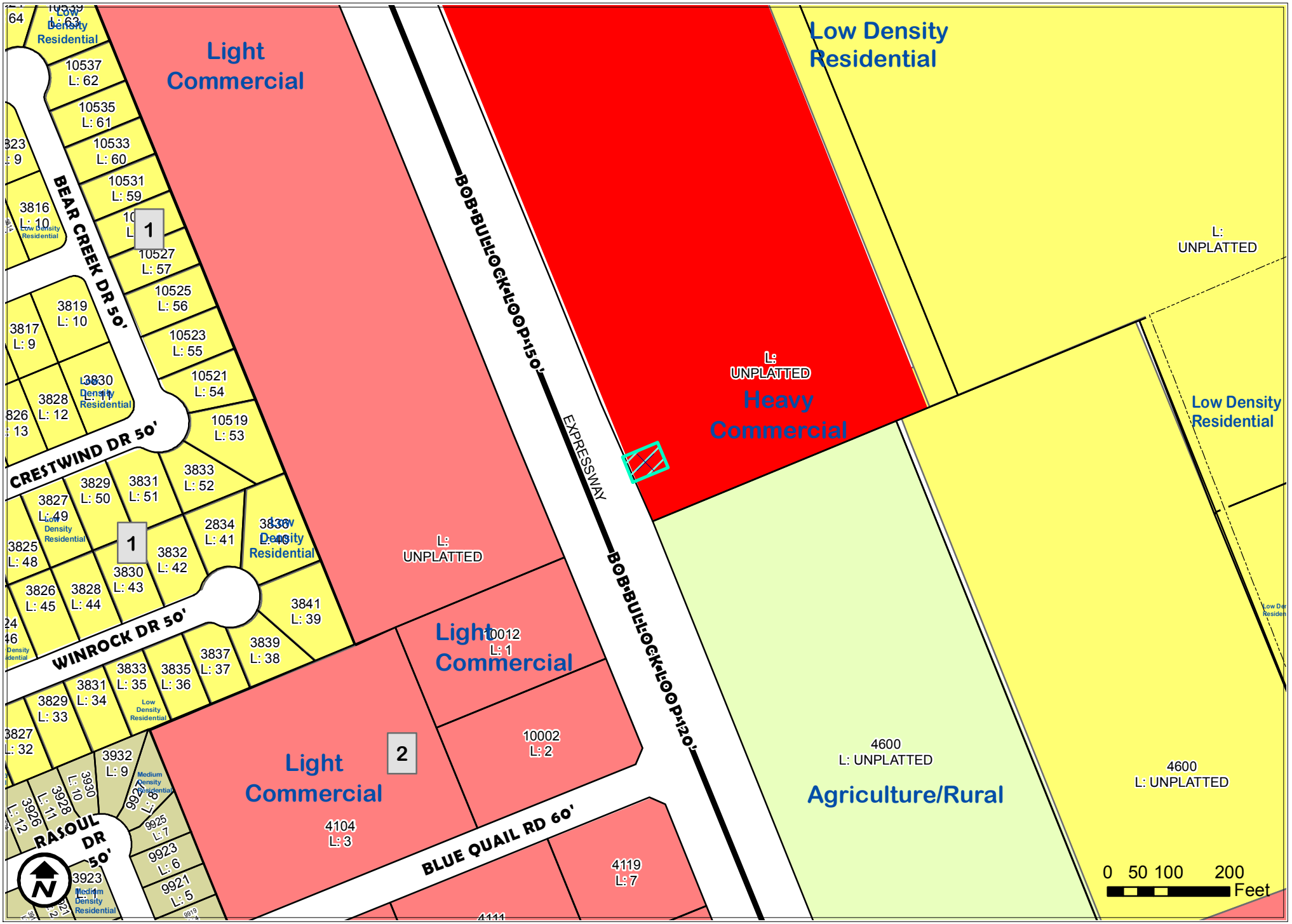
REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/31/2015

ZC-13-2016
COUNCIL DISTRICT 6
E OF BOB BULLOCK, .28 MI N OF DEL MAR

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE MAP
1 inch = 200 feet
Date: 12/31/2015

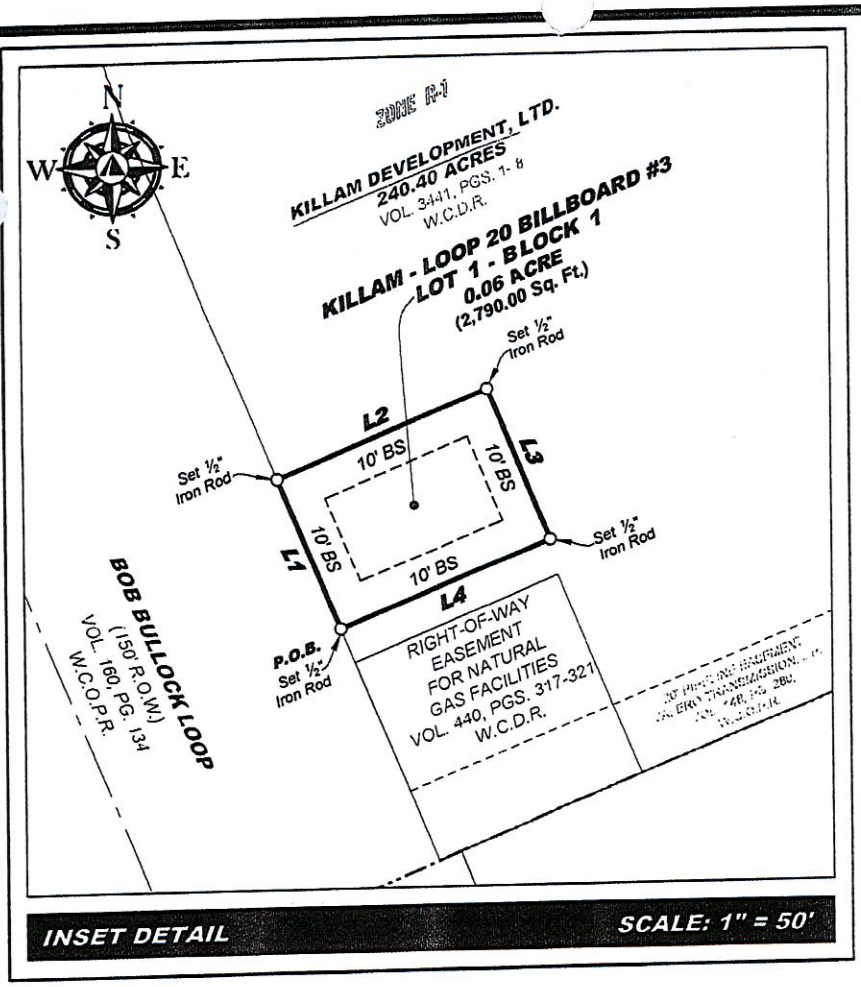
ZC-13-2016
COUNCIL DISTRICT 6
E OF BOB BULLOCK, .28 MI N OF DEL MAR

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

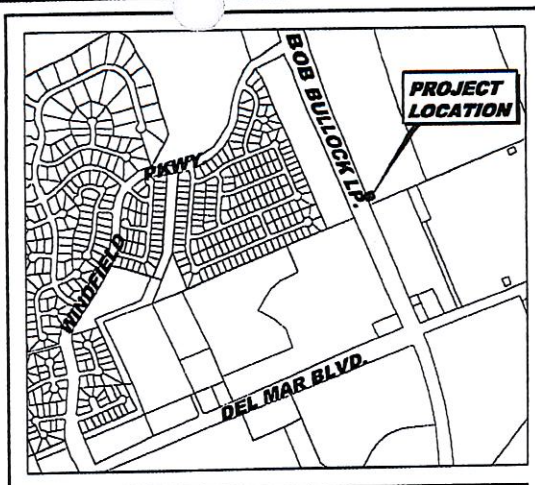
East of Bob Bullock Loop, North of Del Mar Boulevard
R-1 (Single Family Residential District) to B-4 (Highway Commercial District)
ZC-13-2016

East of Bob Bullock Loop, North of Del Mar Boulevard
R-1 (Single Family Residential District) to B-4 (Highway Commercial District)
ZC-13-2016

East of Bob Bullock Loop, North of Del Mar Boulevard
R-1 (Single Family Residential District) to B-4 (Highway Commercial District)
ZC-13-2016



INSET DETAIL SCALE: 1" = 50'



LOCATION MAP SCALE: 1"=2000'

Line Table		
Line #	Direction	Length
L1	N22° 04' 30"W	45.00'
L2	N67° 27' 54"E	62.00'
L3	S22° 04' 30"E	45.00'
L4	S67° 27' 54"W	62.00'

LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 2,790.00 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS, OUT OF A 240.40 ACRE TRACT, CONVEYED TO KILLAM DEVELOPMENT, LTD. RECORDED IN VOLUME 3441, PAGES 1 - 8, WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS, SITUATED IN PORCION 23, LEONARDO SANCHEZ ,ORIGINAL GRANTEE, ABSTRACT 283, PORCION 24, TORIBIO RODRIGUES, ORIGINAL GRANTEE, ABSTRACT 268, AND PORCION 25, JUAN F. GARCIA, ORIGINAL GRANTEE, ABSTRACT 50, WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT A FOUND IRON ROD THE SOUTHWEST CORNER OF A RIGHT-OF-WAY EASEMENT FOR NATURAL GAS FACILITIES, RECORDED IN VOLUME 440, PAGES 317-321, WEBB COUNTY DEED RECORDS, ALSO BEING THE NORTHEAST MARGIN OF BOB BULLOCK LOOP, A 150'-WIDE RIGHT-OF-WAY, RECORDED IN VOLUME 160, PAGE 134, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, HEREOF THENCE WITH THE NORTHEAST MARGIN OF SAID BOB BULLOCK LOOP N 22°04'30" W, A DISTANCE OF 69.99' TO A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED"PCE 100097-00" SET THE SOUTHWEST CORNER HERE OF AND TRUE POINT OF BEGINNING AT GRID COORDINATES:
X = 679186.79, Y = 17104468.72;

THENCE N22° 04' 30"W, WITH THE NORTHWEST MARGIN OF SAID BOB BULLOCK LOOP, AT **45.00 FEET,** A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET, THE NORTHWEST CORNER HEREOF;

THENCE OVER ACROSS AND UPON SAID 44,142.45 ACRES THE FOLLOWING CALLS:

THENCE N67° 27' 54"E, AT **62.00 FEET,** A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET ON THE NORTHEAST CORNER HEREOF;

THENCE S22° 04' 30"E, AT **45.00 FEET,** A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET ON THE SOUTHEAST CORNER HEREOF;

THENCE S67° 27' 54"E, AT **62.00 FEET,** THE POINT OF BEGINNING AND CONTAINING 2,790.00 SQUARE FEET OR 0.06 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING
THIS SURVEY IS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83/NAVD88, 4205 SOUTH ZONE. RTK BASE COORDINATES WERE DETERMINED USING GPS OBSERVATIONS WITH DIFFERENTIAL CORRECTIONS APPLIED FROM THE NATIONAL GEODETIC SURVEY (NGS) DESIGNATION AND TIED TO CORS CONTROL "BASE_1" AT:

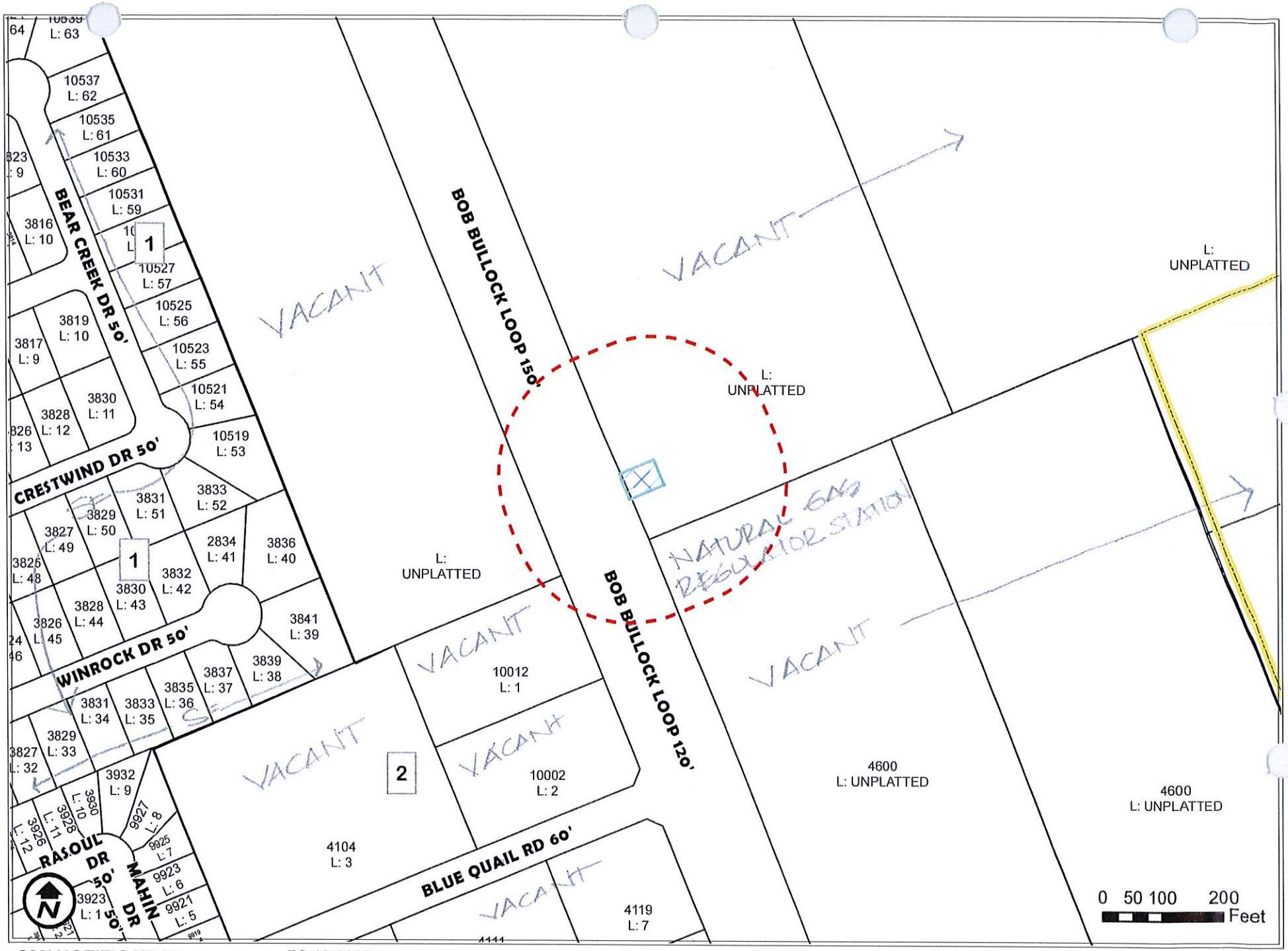
X: 665805.81
Y: 17092557.09

Exhibit A

EXHIBIT OF

KILLAM - LOOP 20 BILLBOARD #3

BEING A TRACT OF LAND CONTAINING 2,790.00 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS, OUT OF A 240.40 ACRE TRACT, CONVEYED TO KILLAM DEVELOPMENT, LTD. RECORDED IN VOLUME 3441, PAGES 1 - 8, WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS, SITUATED IN PORCION 23, LEONARDO SANCHEZ ,ORIGINAL GRANTEE, ABSTRACT



200' NOTIFICATION
1 inch = 200 feet
Date: 12/31/2015

ZC-13-2016
COUNCIL DISTRICT 6
E OF BOB BULLOCK, .28 MI N OF DEL MAR

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

Public Hearings (also Intro Ord) **4.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Luis Castillo, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street; providing for publication and effective date.

Staff supports the application. District VIII

PREVIOUS COUNCIL ACTION

This item was considered for a zone change to R-3 at the regular meetings of January 16 and February 1, 2016. Council asked staff to bring the item back for consideration as a Conditional Use Permit.

BACKGROUND

Council District: VIII – The Honorable Roberto Balli

Proposed use: Manufactured home

Site: vacant lot

Surrounding land uses: The properties to the north include single-family residences, multi-family residential and vacant lots. To the east are single-family residences, manufactured homes, vacant lots, vacant commercial structures and tractor trailer storage. To the west are single-family residences and vacant lots. To the south are single-family residential residences and vacant lots.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Ventura Street.

Letters sent to surrounding property owners: 35 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff recommends approval of the proposed Conditional Use Permit for the following reasons:

1. The proposed use is appropriate at this location because it is compatible with the residential uses in the immediate area.
2. The proposed use is in conformance with the existing low density residential land use pattern in the neighborhood.

Staff recommends the following conditions:

1. The C.U.P. shall be issued to Luis Castillo and is nontransferable.
2. The C.U.P is restricted to the temporary placement of a manufactured home during the construction of a single-family residential structure.
3. The manufactured home must be removed upon final inspection approval of the single-family residential home.
4. This permit is issued for a period of two (2) years.
5. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
6. Owner must comply with minimum building setbacks as per the City of Laredo Land Development Code.
7. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
9. Owner must obtain all necessary building permits for placement of manufactured home and construction of single-family residential structure.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed Conditional Use Permit.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Zoning Overview Map
Pictures
Survey

ORDINANCE NO. 2016-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR THE TEMPORARY PLACEMENT OF A MANUFACTURED HOME DURING THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENTIAL STRUCTURE ON LOT 2, BLOCK 624, WESTERN DIVISION, LOCATED AT 2416 VENTURA STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 17, 2015; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on February 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Luis Castillo and is nontransferable.
2. The C.U.P is restricted to the temporary placement of a manufactured home during the construction of a single-family residential structure.
3. The manufactured home must be removed upon final inspection approval of the single-family residential home.
4. This permit is issued for a period of two (2) years.
5. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
6. Owner must comply with minimum building setbacks as per the City of Laredo Land Development

Code.
7. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
9. Owner must obtain all necessary building permits for placement of manufactured home and construction of single-family residential structure.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance

or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

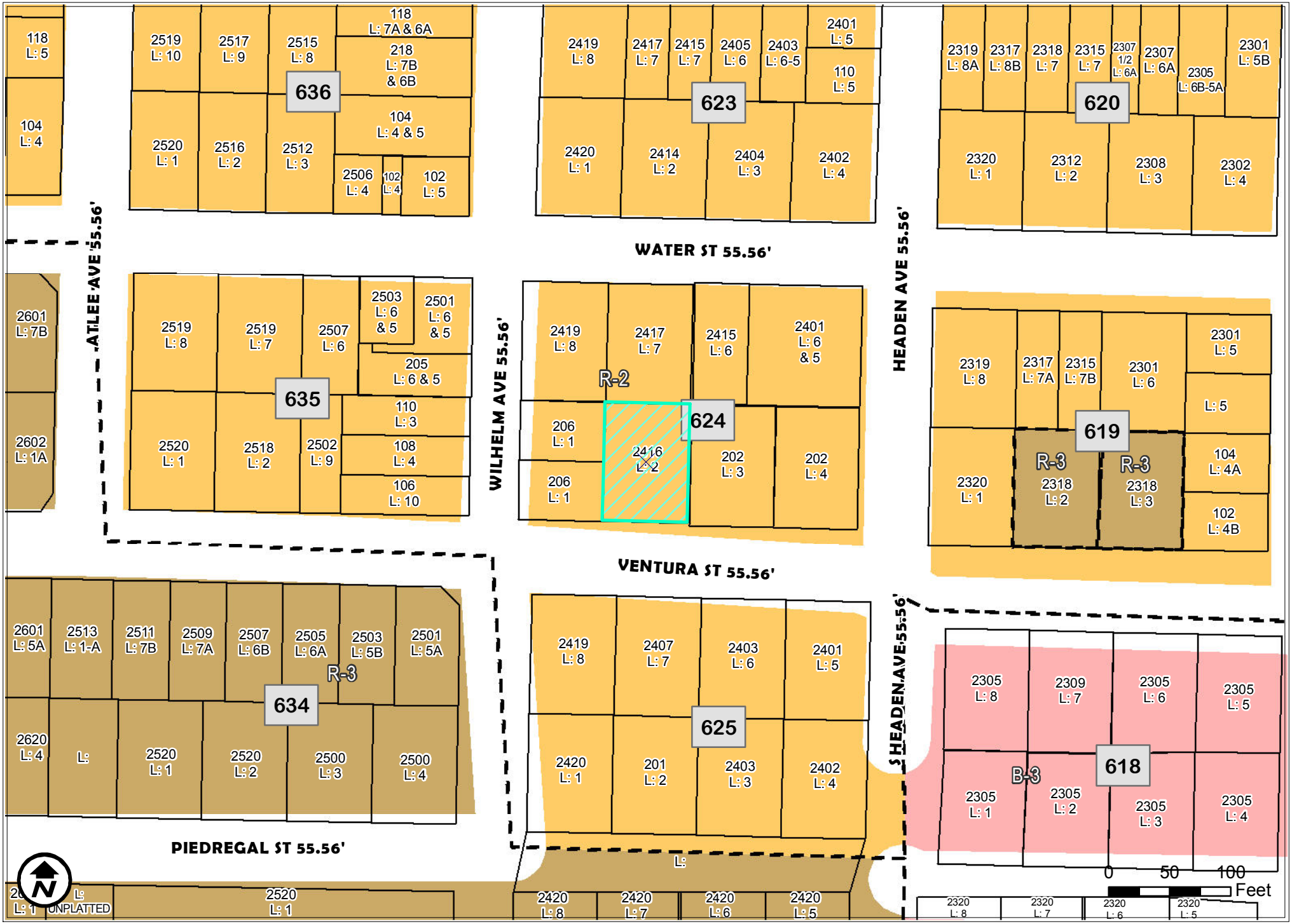
_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

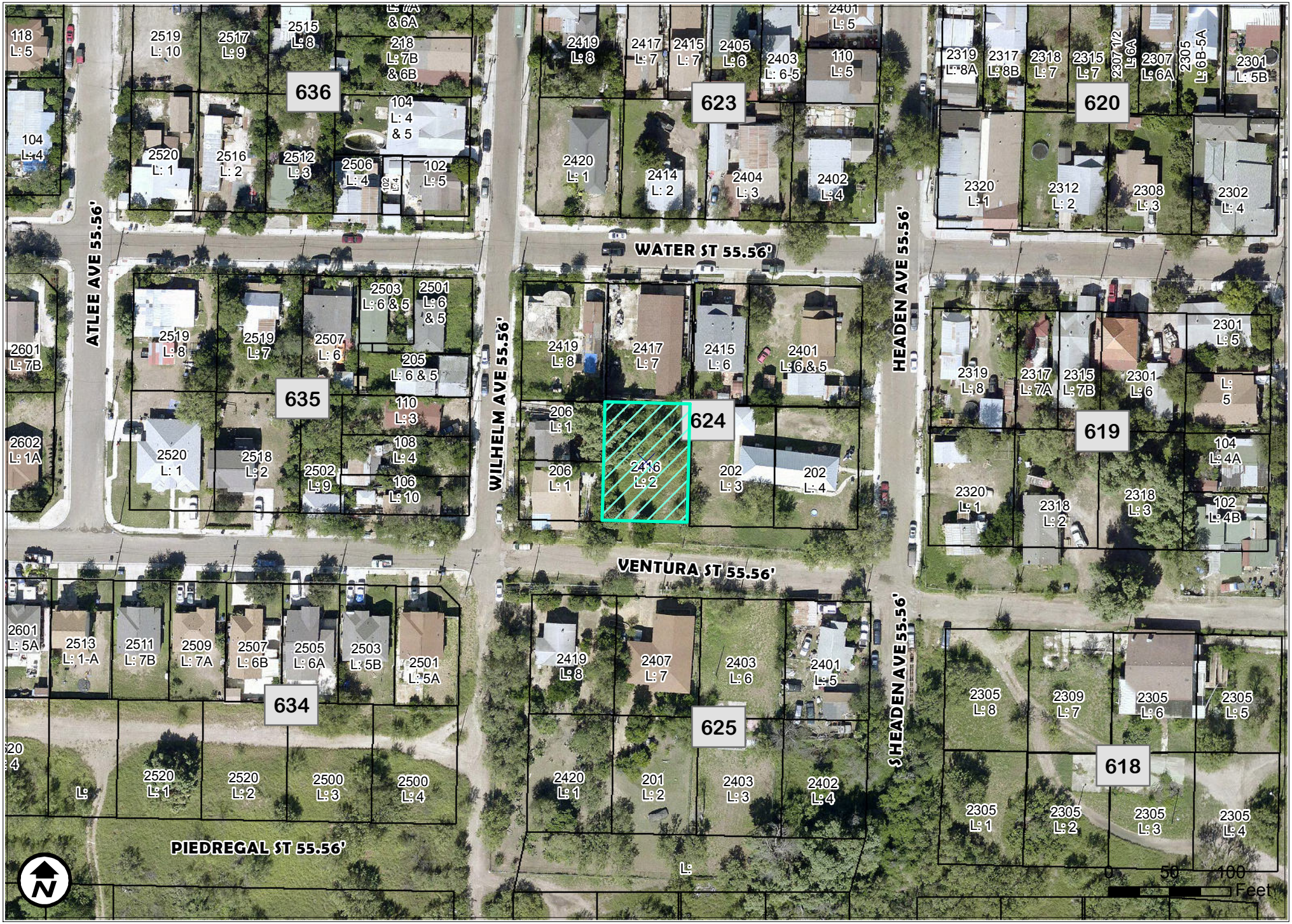


ZONING MAP
1 inch = 100 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 100 feet
Date: 12/2/2015

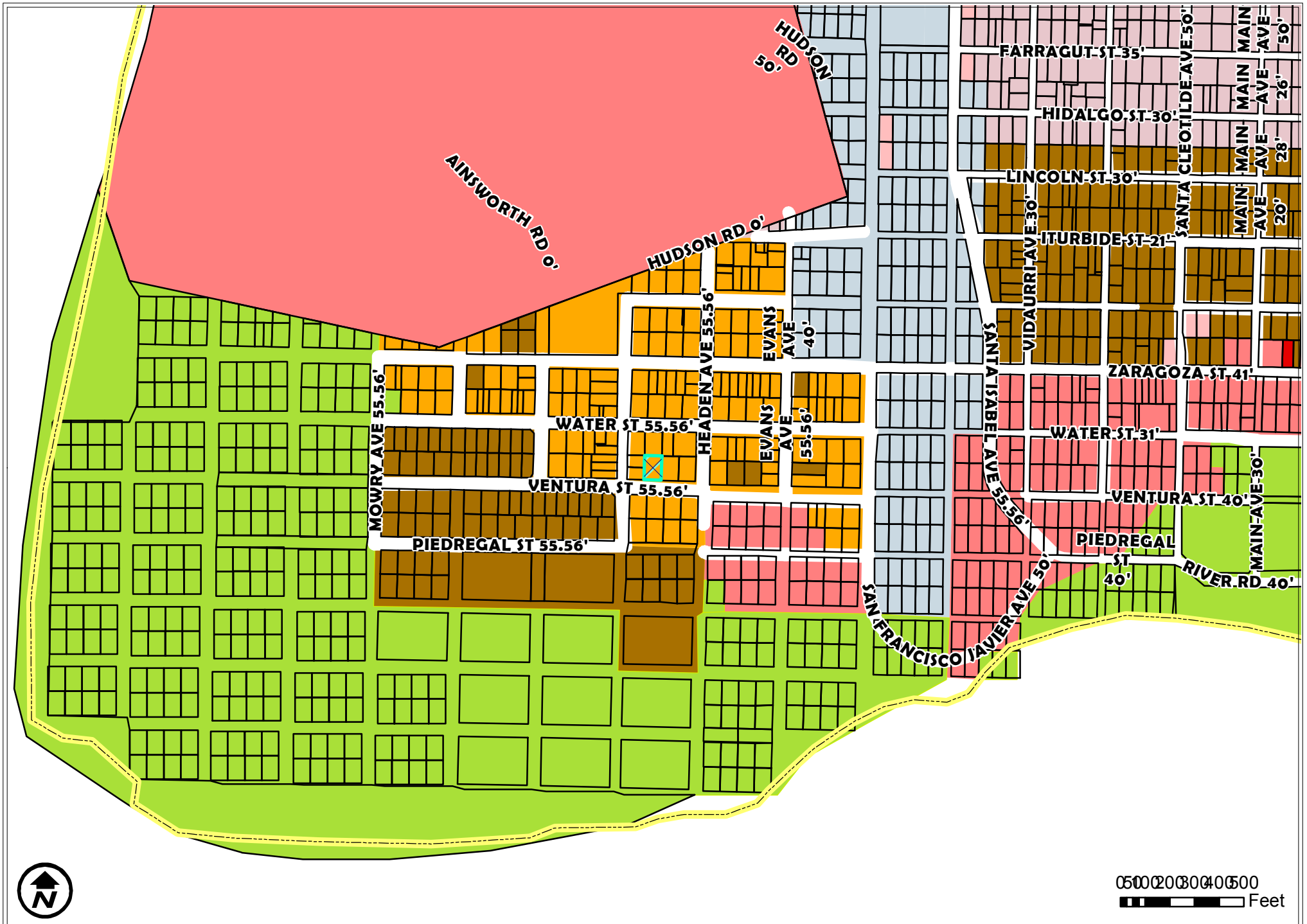
ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

2416 Ventura Street
R-2 (Multi-Family Residential District) to R-3 (Mixed Residential District)
ZC-06-2016

2416 Ventura Street
R-2 (Multi-Family Residential District) to R-3 (Mixed Residential District)
ZC-06-2016

200' NOTIFICATION
1 inch = 100 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

Third Reading **5.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Initiated By: Ernesto Elizondo

Staff Source: Stephen Geiss, Solid Waste Manager

SUBJECT

2016-0-22 granting of a non-exclusive franchise to Lar-Con of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. **(As Amended)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

Franchise will pay 4% of the gross revenue on a quarterly basis to general fund account 101-0000-381-1220.

PREVIOUS COUNCIL ACTION

The first reading and Introductory Ordinance were approved by City Council on October 19, 2015

BACKGROUND

The applicant has requested a non-exclusive franchise agreement from the city for the purpose of operating a commercial container refuse gathering and disposal service. The applicant currently has a roll off truck hauling service business and wishes to expand to areas requiring a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION

none

STAFF RECOMMENDATION

Staff recommends that this ordinance be passed,

Fiscal Impact

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

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be deposited into 101-0000-381-1220.

Attachments

Mario Sanchez

ORDINANCE NO. 2016-0-23_____

AUTHORIZING THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO DBA LAR-CON SERVICES, L.L.C. TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 14.9 J, that all Collectorsof municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, Lar-Con Services, L.L.C is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, Lar-Con Services, L.L.C. has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO TEXAS THAT:

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement which is attached hereto as **Exhibit "A"** under which Lar-Con Services, L.L.C shall be granted the non-exclusive rights to provide solid waste collection and disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, Lar-Con Services, L.L.C., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____2016.

_____
PETE SAENZ,
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO,
CITY ATTORNEY

BY:_____
KRISTINA LAUREL HALE,
ASSISTANT CITY ATTORNEY

EXHIBIT A
NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this _____day of _____ between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and dba Lar-Con Services, L.L.C. a Texas limited liability corporation with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct,

maintain and operate in and upon the present and, future streets, alleys, highways, parkways and other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of five (5) years Ten Yearsending at midnight on the _____ day of _____, 2020 2025.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day following the end of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually

agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole

option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance as Exhibit "B" to be a monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Setup Fee	Per Pick-up Fee	Monthly Rate one pickup	Per Ton Charge	Per ton roofing/concrete charge
12 Yards	$ 0	$ 90.00	$ 200.00	$ 31.50	$60.00
20 Yards	$ 0	$ 125.00	$ 200.00	$ 31.50	
40 Yards	$ 0	$ 160.00	$ 200.00	$ 31.50	

Plus all applicable taxes

Front Load Container Prices Per Month

Size	4 pick- ups per month	
2 Yards	$54.00 p/month	less than 4 pick-ups per month $15.00 a pick-up
4 Yards	$ 108.00 p/month	less than 4 pick-ups per month $30.00 a pick-up
6 Yards	$ 162.00 p/month	less than 4 pick-ups per month $45.00 a pick-up
8 Yards	$ 216.00 p/month	less than 4 pick-ups per month $60.00 a pick-up
10 Yards	$ 270.00 p/month	less than 4 pick-ups per month $72.00 a pick-up

One Time set-up charge $XX
Extra Service Call $ 30.00
Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the first of each month on the 20th twentieth following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND

FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED

UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior

to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit

granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may

change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **Lar-Con, L.L.C**
c/o Mario Sanchez
1317 Lois Ln.
Laredo, TX. 78045

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN

ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and

performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF PEDRO PETE SERVICES, L.L.C:

By: _____

Mario Sanchez

Printed Name of Officer or Authorized Person

Title: __Managing Member_____
(Capacity of Signer)

Dated this ___day of _____, 2016.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, DOANH "ZONE" T. NGUYEN., City Secretary of the City of Laredo, Texas, hereby

certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the _____ day of 2016.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of _____, 2016.

_____
DOANH "ZONE" T. NGUYEN
Acting City Secretary

(SEAL)

Third Reading **6.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Initiated By: Ernesto Elizondo

Staff Source: Stephen Geiss, Solid Waste Manager

SUBJECT

2016-0-23 granting of a non-exclusive franchise to Pedro Pete Services L.L.C. to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public right-of-ways of the City of Laredo, Texas for the purpose constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. **(As Amended)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

Franchise will pay 4% of gross revenues on the quarterly basis to general fund account 101-0000-381-1220,

PREVIOUS COUNCIL ACTION

The first reading and introductory Ordinance were approved by City Council October 19, 2015,

BACKGROUND

The applicant has requested a non-exclusive franchise agreement from the city for the purpose of operating a commercial container refuse gathering and disposal service. The applicant currently has a roll off truck hauling service business and wishes to expand to areas requiring a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that this ordinance be passed.

Fiscal Impact

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

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be deposited into 101-0000-381-1220,

Attachments

Pedro Gonzalez Iv

ORDINANCE NO. 2016-0-22_____

AUTHORIZING THE AMENDMENT TO GRANT A NON-EXCLUSIVE FRANCHISE TO ~~PEDRO GONZALEZ IV DBA~~ PEDRO PETE SERVICES, L.L.C. TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, ~~the Laredo~~ the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, Pedro Pete Services, L.L.C is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, Pedro Pete Services, L.L.C. has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO TEXAS THAT:

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement which is attached hereto as **Exhibit "A"** under which Pedro Pete Services, L.L.C shall be granted the non-exclusive rights to provide solid waste collection and disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, Pedro Pete Services, L.L.C., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____2015.

_____
PETE SAENZ,
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO,
CITY ATTORNEY

BY:_____
KRISTINA LAUREL HALE,
ASSISTANT CITY ATTORNEY

EXHIBIT A
NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this _____day of _____ between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and ~~dba~~ Pedro Pete Services, L.L.C. a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct,

maintain and operate in and upon the present and, future streets, alleys, highways, parkways and other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the _____ day of _____, 2025.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually

agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole

option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance as Exhibit "B" to be a monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Setup Fee	Per Pick-up Fee	Monthly Rate	Per Ton Charge
15 Yards	$50.00	$100.00	$60.00	$31.50
20 Yards	$50.00	$125.00	$60.00	$31.50
30 Yards	$50.0	$150.00	$60.00	$31.50
40 Yards	$75.00	$200.00	$75.00	$31.50

Plus all applicable taxes

Front Load Container Prices Per Month

Size	I Pick up	2 Pickup	3 Pickup	4 Pickup	5 Pickup	6 Pickup
2 Yards	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month
4 Yards	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month
6 Yards	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month
8 Yards	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month
10 Yards	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month	$X p/month

One Time set-up charge $XX Extra Service Call $XX Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles ~~and~~ such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee ~~before the first day of each~~ on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND

FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED

UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior

to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit

granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may

change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **Pedro Pete Services, L.L.C**
c/o _Pedro Gonzalez IV____
1317 Lois Ln.
Laredo, TX. 78045

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN

ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and

performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF PEDRO PETE SERVICES, L.L.C:

By: _____

_Pedro Gonzalez IV_____
Printed Name of Officer or Authorized Person

Title: __Managing Member_____
(Capacity of Signer)

Dated this ___day of _____, 2016.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Doanh "Zone" T. Nguyen., City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the

City of Laredo on the _____ day of 2016.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of _____, 2016.

_____
Doanh "Zone" T. Nguyen.
City Secretary

(SEAL)

Final Reading of Ordinances **7.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2016-O-24 Authorizing the City Manager to accept and enter into contract with the Texas Department of State Health Services (DSHS), amending the FY 2015-2016 Budget by appropriating additional revenues and expenditures in the amount of $200,000.00, and amending the FY 2015-2016 Full Time Equivalent (FTE) Listing by adding one (1) Health Educator Supervisor, R38 position and one (1) Caseworker, R34 position to implement the Texas Healthy Adolescent Initiative (THAI) clinic-based program for the period beginning December 21, 2015 through August 31, 2016. This program will assist youth to get preventive health care, behavioral health services and counseling that maybe needed to address social-psycho issues.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 1, 2016, Council introduced the Ordinance.

BACKGROUND

The Department of State Health Services (DSHS), Office of Title V & Family Health will work with City of Laredo Health Department (CLHD) to implement the Texas Healthy Adolescent Initiative (THAI) clinic-based program. The primary objective of the THAI clinic-based program is to improve the overall health and well-being of Texas adolescents, 10-24 years of age, increase their protective factors, prepare them with a strong foundation for adult life, and support positive life choices.

The THAI clinic-based program intends to positively impact youth services in the community by providing funding for local clinics to focus on Positive Youth Development, provide support to youth in regards to managing health check-ups, provide education on risk factors including bullying using CDC's guidelines if available, and, address identified health risk factors through screening and referral as well as timely follow-up. Through THAI clinic-based programming, the CLHD will establish a Youth-Adult Council to facilitate the development and monitoring of strategies and activities. CLHD will partner and subcontract for $83,060 with the Texas Campaign and Baylor School of Medicine to conduct evidenced based youth outreach services training and technical assistance and quality assurance evaluation.

Resources through this grant provide for the addition of two (2) full time equivalent positions (FTEs); one (1) Health Educator Supervisor, R38 position and one (1) Caseworker, R34 position

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	N
Source of Funds:	DSHS
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account 226-0000-323-4019 will increase by $200,000.00 and the expenditure division 226-6035 with the project number HEAI01 will increase by $200,000.00.

Attachments

Budget
Contract
2016-O-24

COUNCIL COMMUNICATION

BUDGET
OTVFH- Texas Healthy Adolescent Initiative – Clinic Based
Division 6035; Project HEAI01

CATEGORIES		APPROVED BUD.
REVENUES		
TDSHS GRANT REVENUE	$	200,000
PROGRAM INCOME		
TOTAL REVENUES	$	200,000
EXPENSES		
PERSONNEL	$	65,726
OVERTIME		0
FRINGE BENEFITS		38,071
TRAVEL		1,312
EQUIPMENT		0
SUPPLIES		2,512
CONTRACTUAL		83,060
OTHER		9,319
SUB-TOTAL	$	200,000
RESERVE (PROGRAM INC.)		0
TOTAL	$	200,000

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2016-048897 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LAREDO HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $200,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 12/21/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Section 12.051.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2016-048897-001 OTVFH - Texas Healthy Adolescent Initiative Clinic-Based Program

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LAREDO
Address: PO BOX 579
LAREDO, TX 78042-0579
Vendor Identification Number: 17460015732021

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Evelyn Delgado

Assistant Commissioner for Family and Community Health Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7321

Evelyn.Delgado@dshs.state.tx.us

CITY OF LAREDO HEALTH DEPARTMENT

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

CONTRACT NO. 2016-048897
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000421914

CONTRACTOR: CITY OF LAREDO HEALTH DEPARTMENT

DSHS PROGRAM: DSHS / Office of Title V & Family Health (DFCHS/THAI-CB)

TERM: 12/21/201511/01/2015 THRU: 08/31/2016 08/31/2016

SECTION I: STATEMENT OF WORK:

The Department of State Health Services (DSHS), Office of Title V & Family Health will work with Contractor to implement the Texas Healthy Adolescent Initiative (THAI) clinic-based program. The primary objective of the THAI clinic-based program is to improve the overall health and well-being of Texas adolescents, 10-24 years of age, increase their protective factors, prepare them with a strong foundation for adult life, and support positive life choices. The THAI clinic-based program intends to positively impact youth services in the community by providing funding for local clinics to focus on Positive Youth Development, provide support to youth in regards to managing health check-ups, provide education on risk factors including bullying using CDC's guidelines if available, and, address identified health risk factors through screening and referral as well as timely follow-up. Through THAI clinic-based programming, the contractor will establish a Youth-Adult Council to facilitate the development and monitoring of strategies and activities.

SECTION II: PERFORMANCE MEASURES:

Year 1:

Contractor shall:

- By 11/30/15, submit completed Youth-Friendly Services Self-Assessment Tool to DSHS;
- By 12/31/15, organize a Youth-Adult Council recruitment meeting within the community on the chosen risk factor(s);
- Form a Youth-Adult Council (YAC) with required participation as noted in the FY16 RFP;
- By 03/31/16, develop a Strategic Plan, with YAC input, to address the risk factors (listed below) including screening tools as available;
- By 04/30/16, establish Performance measures, with YAC input, for the clinic;
- By 03/01/16, develop an Improvement Plan to address deficits in the Youth-Friendly Services Self-Assessment Tool results using Positive Youth Development strategies;
- By 06/01/16, begin Clinic Plan implementation;
- Collect data for internal review on a monthly basis;
- By 08/31/16, develop a Media Campaign;
- By 08/31/16, review needs assessment / gap analysis from RFP;
- Evaluate program components in coordination with and with input from DSHS' external evaluator throughout the contract term;
- Submit required reports on the format provided by DSHS as requested by DSHS;

- Participate in External Evaluation and data collection including External Evaluator monthly calls and provision of requested data to the External Evaluation team;
- Participate on conference calls and attend trainings (both in-person and webinar) as directed by DSHS;
- Participate in state-level Adolescent Health activities as directed by DSHS;
- Document community-level impacts using data about the community including number of screenings and referrals. This needs to include data pre- and post-introduction of THAI clinic-based activities on Access to Care as well as the following risk factors:
    - Motor Safety
    - Juvenile delinquency
    - Adolescent substance use
    - Adolescent HIV/STD
    - Mental Health / Suicide prevention
    - Dating Violence
    - Physical Activity / Nutrition
    - Bullying; and
- Participate in Adolescent and Young Adult Health Collaborative Innovation and Improvement Network (AYAH CoIIN)

Year 2:

Contractor shall:

- Re-administer the Youth-Friendly Services Self-Assessment Tool and submit findings and Improvement Plan to DSHS;
- Continue Clinic implementation;
- Implement Media Campaign;
- Continue to collect data for internal and external review;
- Participate in External Evaluation and data collection;
- Continue to participate in state-level activities as directed by DSHS;
- Develop (if not provided by external evaluator) and distribute a Satisfaction survey for:
    - YAC members
    - Youth patients
    - Family members;
- Implement activities in the Improvement Plan; and
- Review and update needs assessment and gap analysis.

Years 3:

Year Three will continue Clinic implementation and activities, specifically resource development for coordination of services. During Year Three, internal and independent evaluations and client satisfaction data will continue to be gathered for examining changes in youth resilience in YAC, and effectiveness of Clinic implementation and modifications. The YAC will continue to focus on the Youth-Friendly Services Self-Assessment Tool results and Improvement Plan for implementation as well as provide general support and advice on Clinic implementation.

Contractor shall implement their approved work plan, and any subsequent revisions as approved by DSHS. All activities must be performed in accordance with Contractor's final approved work plan.

All required reports shall be submitted to the Texas Healthy Adolescent Initiative Coordinator at carol.harvey@dshs.state.tx.us.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as shown in SECTION VII: BUDGET, Contractor's budget shall be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION III: SOLICITATION DOCUMENT:

FY16 Competitive Request for Proposal (RFP) for Texas Healthy Adolescent Initiative Clinic-Based Program #537-16-145991 posted on ESBD on August 18, 2015.

SECTION IV: RENEWALS:

DSHS may renew the Program Attachment for up to two (2) additional one-year terms, at DSHS' sole discretion. Continued funding of the project in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior budget period. Funding may vary and is subject to change each budget period.

SECTION V: PAYMENT METHOD: Cost Reimbursement

SECTION VI: BILLING INSTRUCTIONS:

Contractor shall submit monthly requests for reimbursement for actual allowable costs incurred in the provision of services under this Program Attachment. Contractor shall submit a State of Texas Purchase Voucher (Form B-13) and a DSHS Monthly Reimbursement Request (MRR), Form EF21-12004, within thirty (30) days following the end of the month covered by the voucher.

The Purchase Voucher shall be submitted electronically and simultaneously to the DSHS Claims Processing Unit (CPU) email inbox and the Contract Development and Support Branch (CDSB) email inbox.

CONTACT INFORMATION

Contract Development and Support Branch	Email	cdsb@dshs.state.tx.us
Claims Processing Unit	Email	invoices@dshs.state.tx.us

Assigned DSHS Title V staff will review the voucher and the MRR. If either form is not submitted or is unsatisfactory, DSHS staff will email a request for the missing document or for a revised document. After approval by the Title V staff, the voucher will be forwarded to the Performance Management Unit. After verifying funding information, the Performance Management Unit will send approval to the Claims Processing Unit to process the voucher for payment.

Contractor must submit vouchers and MRRs monthly even if there are zero expenditures. Contractor shall submit a reimbursement request as a final close-out bill not later than forty-five (45) days following the end of the applicable Attachment term(s) for costs encumbered on or before the last day of the Program Attachment term. Reimbursement requests received in DSHS offices more than forty-five (45) days following the end of the applicable Program Attachment term will not be paid.

SECTION VII: BUDGET: Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

The specific dollar amount awarded to each successful respondent depends upon the merit and scope of the proposal and other best value considerations and is at the sole discretion of DSHS.

Funding is further detailed in the attached Categorical Budget.

SOURCE OF FUNDS: CFDA 93.994.000#

SECTION VIII: SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article II, **Reporting** Section 2.05, is revised to include the following:

Contractor shall submit quarterly reports within thirty (30) days after the end of each quarter concerning the performance measures to DSHS; format for reports will be provided by DSHS Title V staff unless external evaluation requirements alter this deliverable.

Contractor shall provide all final programmatic and financial reports for FY2016 no later than forty-five (45) days after the end of the contact term (i.e. report shall be submitted by October 15, 2016).

FINANCIAL REPORTS

REPORT TITLE	SUBMISSION FREQUENCY	DUE DATE
Monthly Reimbursement Request (Submit to Title V Emails only)	Monthly	Within thirty (30) days following the end of the month
State of Texas Purchase Voucher (Form B-13) (Submit to CPU Inbox and CDSB Inbox)	Monthly	Within thirty (30) days following the end of the month covered by the bill.

Financial Status Report (Form 269a) Note: Form 269a should be sent to DSHS, Claims Processing Unit email address (Invoices@dshs.state.tx.us) as well as the CDSB Inbox. Form 269a **must** have an original signature for CPU.	Quarterly September 1 – November 30 December 1 – February 29 March 1 - May 31 June 1 – August 31	Within thirty (30) days after the end of each quarter; final report due forty-five (45) days after the end of the contract term December 30, 2015 March 30, 2016 June 30, 2016 September 30, 2016

General Provisions, **Terms and Conditions of Payment** Article VI, **Prompt Payment** Section 6.01, is replaced with the following:

Program staff will evaluate the Contractor's performance towards meeting contract deliverables and progress towards meeting program expectations by February 29, 2016. If Contractor is unable to meet performance measures by the established date, contract funds may be subject to a decrease (all or in part) for the remainder of the contract term (March 1, 2016 through August 31, 2016).

General Provisions, **Access, Inspection and Audit of Records** Article X, **Access and Inspection** Section 10.01, is revised to include the following:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XV.

General Provisions, **General Business Operations of Contractor** Article XIII, **Changes to Equipment List** Section, is not applicable to this Program Attachment.

2016-048897-001

Categorical Budget:

PERSONNEL	**$65,726.00**
FRINGE BENEFITS	$38,071.00
TRAVEL	$1,312.00
EQUIPMENT	$0.00
SUPPLIES	$2,512.00
CONTRACTUAL	$83,060.00
OTHER	$9,319.00
TOTAL DIRECT CHARGES	$200,000.00
INDIRECT CHARGES	$0.00
TOTAL	$200,000.00
DSHS SHARE	$200,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $200,000.00

Financial status reports are due: 03/31/2016, 06/30/2016, 10/17/2016

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **City of Laredo Health Department**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
The Texas Campaign to Prevent Teen Pregnancy	Consultant Services	To conduct training of program staff to reach performance measures and to outreach to youth. Also for quality assurance and continuous improvement training and assessment.	Lump Sum	1	$83,060.00	$83,060
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
				TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS		$0

Total Amount Requested for CONTRACTUAL: $83,060

Revised: 7/6/2009

Fiscal Year 2016
Department of State Health Services
Contract General Provisions

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ARTICLE I CONTRACT COMPONENTS

Section 1.01 Contract Components. As used in herein, the "Contract" consists of the following documents:

a. The Contract, including any applicable Program Attachment(s); The Department of State Health Services Fiscal Year 2016 General Provisions (General Provisions) and if applicable;
c. The solicitation document, if applicable; and
d. The response, proposal or application submitted by Contractor in response to the solicitation document, if applicable.

Section 1.02 Order of Precedence. To the extent that there is any conflict between the terms of any contract component document, the conflict shall be resolved in the above order of priority in Section 1.01.

ARTICLE II COMPLIANCE AND REPORTING

Section 2.01 Compliance. Contractor shall comply and require its subcontractor(s) to comply with the requirements of these general provisions and all other applicable state and federal statutes, regulations, rules and executive orders, as such statutes, regulations, rules and executive orders including as such statutes, regulations, rules and executive orders may be amended.

Section 2.02 Precedence of Contract Terms. To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall take precedence and control.

Section 2.03 Effect of Legislative Changes. Contractor agrees that upon notification from Department of State Health Services (DSHS or Department) Contractor shall comply with any changes to the term of the contract include in its contracts that are a result of legislation during the term of this Contract.

Section 2.04 Compliance with Requirements of Solicitation Document. If applicable and except as specified in these General Provisions or the Contract's terms, the Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract and may result in termination.

Section 2.05 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and provided for in the Contract and in these General Provisions. Except as otherwise provided for in this Contract or General Provisions, the Contractor shall submit reports to the assigned contract manager. Contractor shall also provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the contract or upon request may constitute a breach of contract, result in delayed payment and/or the imposition of sanctions and remedies. And failure to comply with a reporting requirement may adversely affect evaluation of Contractor's ability to contract in the future with the Department.

Section 2.06 Applicable Contracts Law and Venue for Disputes. Except as provided for in Article XV, all issues related to this contract, including formation, performance and interpretation that may arise in any dispute between the Parties, shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.

Section 2.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable

to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
    1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
    2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
    3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
    4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
    5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
    6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
    7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
    8. Tex. Labor Code Chapter 21;
    9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
    10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
    11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
    12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
    13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
    14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;
h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l. Environmental standards pursuant to the following:
    1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"

2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part1200 et seq;
o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
p. Davis-Bacon Act, 40 USC §§ 3141-3148;
q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

Section 2.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

a. The following sections or portions of sections of these General Provisions shall not apply to Interagency Cooperation Contracts (Texas Government Code 771) or Interlocal Cooperation Contracts (Texas Government Code Chapter 791):

1. Hold Harmless and Indemnification, Section 14.17;
2. Independent Contractor, Section 13.05;
3. Historically Underutilized Businesses (HUBs), Section 13.02 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity;
4. Debt to State and Corporate Status, Section 4.01;

5. Application of Payment Due, Section 4.02; and
6. Article XVI Claims against the Department.

b. The following additional provisions shall apply to Interlocal Cooperation Contracts:

1. Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
2. Each Party represents that it has been authorized to enter into this Contract.

Section 2.09 Civil Rights Policy and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten calendar days after Contractor's receipt of the claim. Notice must be directed to:

Civil Rights Office
Health and Human Services Commission
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
(888) 388-6332 or 512-438-4313
TTY Toll-free (877) 432-7232
HHSCivilRightsOffice@hhsc.state.tx.us

Section 2.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

Section 2.11 Funding Obligation. This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction shall include instructions and detailed information on how DSHS shall fund the services and/or goods to be procured with the restricted or reduced funds.

Section 2.12 Whistleblower Act Protection. This Contract is required to include the Whistleblower Protection Acts (See Section 2.07(v)) protections to grantees, their subgrantees and subcontractors, and contractor must inform their employees of whistleblowers' rights and remedies. The requirement is in effect for all grants, contracts, subgrants, and subcontractors issued beginning July 1, 2013 through January 1, 2017.

ARTICLE III SERVICES

Section 3.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Contractor shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Contractor's residential facility.

Section 3.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, in the most cost-effective, and least intrusive manner to Contractor's primary services.

Section 3.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Texas Family Code Chapter 32 relating to consent to treatment of a child by a non-parent or the child or other state law. If requirements of federal law relating to consent directly conflict with this Chapter, then federal law supersedes state law.

Section 3.04 Telemedicine/Telepsychiatry Medical Services. If applicable, the Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and

i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 TAC Rule § 448.911.

Section 3.05 Services and Information for Persons with Limited English Proficiency.

a. Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.

b. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

c. Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE IV FUNDING

Section 4.01 Debt to State and Corporate Status.

a. Pursuant to Texas Government Code § 403.055, the Department shall not approve and Texas Comptroller of Public Accounts shall not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency.

b. Contractor, if a corporation, certifies by execution of this Contract that it is current and shall remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Texas Tax Code §§ 171.001 et seq.). As a corporation, this Contractor further certifies that it is and shall remain in good standing with the Secretary of State's office.

c. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 4.02 Application of Payment Due. Contractor agrees that any payments due under this Contract shall be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

ARTICLE V PAYMENT METHODS AND RESTRICTIONS

Section 5.01 Payment Methods. Except as otherwise provided by the provisions of this Contract, the payment method is based on a unit rate (fixed price or a specified) or fee for service (delivery of a specified unit of service) as stated in the Contract.

Section 5.02 Invoice/Billing Submission.

a. Contractor shall bill the Department in accordance with the Contract in the form and format prescribed by DSHS. If applicable, the Contractor must submit of all required documentation, reports, forms and/or deliverables in order to receive payment from the Department.

b. Unless otherwise specified in the Contract or permitted under the Third Party Payors (See Section 5.04 below), Contractor shall submit requests for payment monthly by the last business day of the month following the end of the month covered by the bill.

c. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 5.03 Final Invoice/Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than 45 calendar days following the end of the term of the Contract.

Section 5.04 Third Party Payors. Except as provided in this Contract, Contractor shall screen all clients and may not bill the Department for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Contractor shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible;
d. Not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and
g. Provide third party billing functions at no cost to the client**.**

ARTICLE VI TERMS AND CONDITIONS OF PAYMENT

Section 6.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department shall pay Contractor. Payments are contingent upon a signed Contract and shall not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If these conditions are met, Department shall make payment in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Contractor acknowledges and agrees that it shall comply with the provisions in the Texas Prompt Payment Act regarding its prompt payment of its financial obligations to its subcontractors.

Section 6.02 Payment by Department. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance nor foreclose the right of the Department and HHSC to recover excessive or illegal payments. All invoices and Contractor's performance are subject to review and audit by the Department.

Section 6.03 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment from funds due to the Contractor for services performed or goods delivered in amounts necessary to fulfill Contractor's repayment obligations.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI) and any other information that discloses confidential personal information or identifies any client served by DSHS in accordance with any applicable federal and state law, rules and regulations, including but not limited to:

a. 7 Code of Federal Regulations (CFR) Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]);
b. Texas Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611 and 773;
c. Texas Occupations Code, Chapters 56 and 159; and
d. Any other applicable federal and state laws, rules or regulations.

The HHS Data Use Agreement (Version 8.3) at http://www.hhsc.state.tx.us/about_hhsc/BusOpp/data-use-agreement.pdf is incorporated as part of the Contract and describes Contractor's rights and obligations with respect to the Confidential Information and the limited purposes, for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. For the purpose of this Contract, the:
☐ Contractor does not access Confidential Information and does not have to comply with HHS Data Use Agreement (Version 8.3); or

☐ Contractor accesses Confidential Information as defined in and agrees to comply with the HHS Data Use Agreement (Version 8.3).

Section 7.02 Department Access to PHI and Other Confidential Information.
Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information.
Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and 25 TAC Chapter 414, Subchapter A or any other applicable federal or state laws, rules or regulations.

Contractor shall disclose information described in Texas Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Texas Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records.
Contractor shall ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Contract to

this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Contract to this Contract, as applicable or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome), AIDS Model Workplace Guidelines for Businesses, State Agencies and State Contractors Policy No. 090.021. Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114. A link to the Model Workplace Guidelines can be found at: http://www.dshs.state.tx.us/hivstd/policy/policies.shtm .

ARTICLE VIII PUBLIC INFORMATION ACT

Section 8.01 Texas Public Information Act. The Contractor understands that DSHS shall comply with the Texas Public Information Act (Texas Government Code Chapter 552).

If the Contractor is not a state agency, institution of higher education or other governmental entity, then the Contractor is required to make any information created or exchanged with the state pursuant to a contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE IX RECORDS RETENTION

Section 9.01 Retention.

a. Contractor shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall maintain all records, including but not limited to financial that are generated or collected by Contractor under the provisions of this Contract for a period of four years after the termination of this Contract.

b. If the federal retention period for services are funded through Medicaid is more than four years, then the Contractor will retain the records for longer period of time.

c. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

d. Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

e. Contractor shall include this provision concerning records retention in any subcontract it awards.

f. Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner.

g. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

ARTICLE X ACCESS, INSPECTION AND AUDIT OF RECORDS

Section 10.01 Access and Inspection. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 10.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 10.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site shall be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to document and resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance (See Article XV).

ARTICLE XI REPORTING REQUIREMENTS

Section 11.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs:

a. Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD);
b. Family Planning;
c. Primary Health Care;
d. Maternal and Child Health; and
e. Women, Infants and Children (WIC) Nutrition Services.

All Contractors shall comply with child abuse reporting guidelines and requirements in Texas Family Code Chapter 261 relating to investigations of reports of child abuse and neglect.

Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements.

Contractor shall use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the Department. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

This section is in addition to and does not supersede any other legal obligation of the Contractor to report child abuse.

Section 11.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Contract significant incidents involving substantial disruption of Contractor's program operation or affecting or potentially affecting the health, safety or welfare of Department funded clients or participants within 72 hours of discovery.

Section 11.03 Litigation.
Contractor shall notify the contract manager assigned to this Contract of litigation related to or affecting this Contract and to which Contractor is a party within seven calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, which includes but is not limited to environmental and civil rights matters, professional liability and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 11.04 Contract or License Action Against the Contractor.
Contractor shall notify the contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three working days of the suspension or termination. Such notification must include the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

If Contractor has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three working days of the surrender, suspension or revocation to the contract manager assigned to the Contract by submitting a one-page description that includes the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 11.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Contract of Contractor's insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three working days of the date of determination that Contractor is insolvent or incapacitated or the date Contractor discovered an unpaid obligation to the IRS or TWC. The Contractor shall also notify in writing the contract manager assigned of its plan to seek bankruptcy protection within three working days of such action by Contractor.

Section 11.06 Performance Malfeasance. Contractor shall report to the contract manager assigned to the Contract any knowledge of debarment, suspected fraud or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three working days from the date that Contractor has

knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act (31 U.S.C. §§3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the SAO at http://sao.fraud.state.tx.us, and to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 11.07 Criminal Activity and Disciplinary Action.

a. Contractor affirms that Contract nor any no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime.

b. Contractor shall report in writing the contract manager assigned to the Contract, no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place, if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that:

    1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor;
    2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority;

c. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 11.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 11.09 Documentation. Contractor shall maintain appropriate documentation of all notices and reporting to DSHS as required under these General Provisions or this Contract.

ARTICLE XII ASSURANCES AND CERTIFICATIONS

Section 12.01 Certification. Contractor certifies by execution of this Contract to the following and will include such in all of its subcontracts:

a. It is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
b. Neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d. It is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e. It is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f. That no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g. Neither it, nor its principals have within the three year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h. Neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses in subsection (g) above; and
i. Neither it, nor its principals within a three year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Contract. Also, if Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Contract.

Section 12.02 Child Support Delinquencies. As required by Texas Family Code § 231.006, a child support obligor who is more than 30 calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 12.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and if applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 12.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 12.05 Ineligibility to Receive the Contract.

a. Pursuant to Texas Government Code § 2155.004 and federal law, Contractor is ineligible to enter into this Contract with the Department if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor nor its employees nor anyone acting for Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statements of work for this Contract or in the Solicitation Document associated with this Contract.

b. Pursuant to Texas Government Code §§ 2155.006 and 2261.053, Contractor is ineligible to enter into this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005.

c. Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Texas Government Code §§ 2155.004, 2155.006 or 2261.053 and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 12.06 Antitrust. Pursuant to 15 USC Sec. 1, et seq., and Texas Business & Commerce Code § 15.01, et seq. Contractor certifies that neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws nor communicated directly or indirectly regarding a bid made to any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

ARTICLE XIII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 13.01 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.

Section 13.02 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Contract, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Texas Government Code Chapter 2161 and 34 TAC § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes shall be effective under this Contract.

Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity in accordance with 34 TAC § 20.16(c).

Section 13.03 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Texas Government Code § 2155.4441.

Section 13.04 Status of Subcontractors. Contractor shall require that all subcontractors certify that they

are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract (Assurances and Certifications Article) or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article); and
f. Not had a contract terminated by the Department.

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three years any license issued by the Department.

Section 13.05 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents shall not be eligible for unemployment compensation from the Department or the State of Texas.

Section 13.06 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract shall be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department shall not enter into a contract with Contractor for three years from the date of termination.

Section 13.07 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Contract within 10 business days of any change to Contractor's name, contact information, key personnel, organizational structure, such as merger, acquisition or change in form of business, legal standing or authority to do business in Texas.

A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the amendment provisions in Article XIII.

Section 13.08 No Endorsement. Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS and from using the Department's name, logo or website link in any manner that is intended or that could be perceived as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 13.09 E-Verify System. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a. All persons employed to perform duties within Texas, during the term of the Contract; and
b. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

ARTICLE XIV GENERAL TERMS

Section 14.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this

Contract without the prior written consent of the Department.

Section 14.02 Lobbying.

a. Contractor shall comply with Texas Government Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352).

b. If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Contract a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or shall be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

c. Contractor shall file the declaration, certification, and disclosure:

    1. At the time of application for this Contract;
    2. Upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and
    3. At the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Contract. Contractor shall include this provision in any subcontracts.

Section 14.03 Conflict of Interest. Contractor represents to the Department that it and its subcontractors, if any, do not have, nor shall Contractor or its subcontractors knowingly acquire or retain any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family) or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract.

Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Contract within 10 days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within 10 days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 14.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor.

Contractor shall submit to the contract manager assigned to the Contract the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party shall perform under this Contract.

Contractor shall comply with Texas Government Code Chapter 573.

Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR § 74.42.

Section 14.05 Intellectual Property.

a. Texas Health and Safety Code §12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract. "Intellectual property" is created property that may be protected under copyright, patent, or trademark/service mark law.

b. For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is a "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS.

c. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

   If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

   1. Copyright in any intellectual property developed under this Contract including any subcontract; and
   2. Any rights of copyright to which a Contractor purchases ownership with contract funds.

d. Any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds

e. If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Contract.

Section 14.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs or software licenses with a value of $500 or more. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 14.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 14.08 Legal Notice. Except as otherwise provided in this Contract or General Provisions, any notice required or permitted to be given by the provisions of this Contract or General Provisions shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 14.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 14.10 Survivability of Terms. Termination or expiration of this Contract or a Contract for any reason shall not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed shall survive any such termination or expiration or remain to be performed, including but not limited to maintaining confidentiality of information and records retention.

Section 14.11 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Texas Government Code Chapter 2114 regarding Customer Service surveys.

Section 14.12 Amendment. All amendments to this Contract must be in writing and agreed to by both Parties. If a Contractor requests an amendment, it must be submitted in writing and include a justification for the request, to the contract manager assigned to the Contract.

Section 14.13 Contractor's Notification of Change of Contact Person or Key Personnel. Within ten calendar days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Contractor's Contact Personnel or Key Personnel, if included in their response to a solicitation document.

Section 14.14 Unilateral Amendment. The Department reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten days notice prior to execution of the amendment under the following circumstances to:

a. Correct an obvious clerical error in this Contract;
b. Incorporate new or revised federal or state laws, regulations, rules or policies; and

c. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.

Section 14.15 Interim Extension Amendment.

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. DSHS/HHSC shall provide written notice of interim extension amendment to the Contractor under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

c. DSHS will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

d. Contractor will provide and invoice for services in the same manner that is stated in the Contract.

e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHS/DSHS.

Section 14.16 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 14.17 Hold Harmless and Indemnification.
Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 14.18 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under this Contract.

Section 14.19 Electronic and Information Resources Accessibility and Security Standards.

a. **Applicability.**

   The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor performs services that include EIR that DSHS employees are required or permitted to access or members of the public are required or permitted to access.

   This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions.**
For purposes of this Section:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to, EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DSHS must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring.**
   1. DSHS may review, test, evaluate and monitor Contractor's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
      Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

   2. Contractor agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties.**
   1. Contractor represents and warrants that:

      i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a DSHS client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless DSHS or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies.**

1. Under Tex. Gov't Code § 2054.465, neither the Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 14.20 Force Majeure. Neither Party shall be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God. The existence of any such cause of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other party as soon as practicable. This Party must also submit written notice with proof of receipt of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 14.21 Cooperation and Communication.

Contractor shall cooperate with Department staff and as applicable, other DSHS contractors and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

Section 14.22 Insurance.

Contractor shall acquire and maintain for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the Contractor's industry or profession. Contractor must submit evidence of insurance as required under this Contract, including if requested a schedule of coverage or "underwriter's schedules" establishing to the satisfaction of DSHS the nature and extent of coverage granted by each such policy upon request by DSHS. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Contractor shall

secure such additional policies or coverage as DSHS may reasonably request or that are required by law or regulation.

ARTICLE XV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 15.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a. Failure to properly provide the services and/or goods purchased under this Contract;
b. Failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
c. Failure to pay refunds or penalties owed to the Department;
d. Failure to comply with a repayment agreement with Department or agreed order issued by the Department;
e. Discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
f. Any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
g. Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 15.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods.

Additionally, HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract.

The Department may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a. Terminate this Contract by one of means provided in Article XVII. If applicable, notify Contractor of the opportunity to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
b. Suspend all or part of this Contract by notifying that the Contractor that DSHS is temporarily discontinue performance of all or a part of the Contract as provided for in Article XVII; as of the effective date of the suspension pending DSHS's determination to terminate, amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
c. Use as a basis to deny additional or enter into future contracts with Contractor;
d. Temporarily withhold cash payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
e. Permanently withhold cash payments by retaining funds billed by Contractor;
f. Request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
g. Declare this Contract void upon the Department's determination that this Contract was obtained Fraudulently, or was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;

h. Delay execution of a new contract or renewal with Contractor while other imposed or proposed sanctions are pending resolution;
i. Demand repayment from Contractor when it has been verified that Contractor has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
j. Pursue a claim for damages as a result of breach of contract;
k. Require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
l. Withhold any payment to Contractor to satisfy any recoupment imposed by DSHS and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
m. Reduce the Contract term;
n. Recoup improper payments when Contractor has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
o. Impose any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation or rule.

Section 15.03 Notice of Remedies or Sanctions.

a. Department shall formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.

b. Other than in the case of repayment or recoupment, Contractor is required to file, within 15 calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice.

c. If requested by the Department, the written response must state how Contractor shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision.

d. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the plan approved by DSHS. If DSHS determines that repayment is warranted, DSHS shall issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS shall recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 15.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XVI CLAIMS AGAINST THE DEPARTMENT-NOTICE OF DISPUTE

Section 16.01 Breach of Contract Claim. The process for a breach of contract claim against the DSHS provided for in Texas Government Code Chapter 2260 and implemented in the rules at 25 TAC §§4.11-4.24 or as amended by DSHS, shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 16.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260 and 25 TAC or as amended. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to DSHS Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260 are being invoked and comply with all the requirements in this Chapter and TAC. A copy of the notice must also be given to all other representatives of DSHS and Contractor.

Section 16.03 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a notice of claim filed by the Contractor constitutes grounds for the suspension in whole or part of performance by Contractor.

ARTICLE XVII TERMINATION AND TEMPORARY SUSPENSION

Section 17.01 Expiration of Contract or Program Attachments.

a. Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Contract or Program Attachment shall end upon the expiration date of that Contract or Program Attachment unless extended or renewed by written amendment.

b. Prior to completion of the term of all Contracts or Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article and in the Contract.

c. A Program Attachment's term cannot extend past the Contract term in its associated Contract.

Section 17.02 Effect of Termination or Expiration.

a. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable to DSHS or another entity designated by DSHS.

b. Upon termination of all or part of this Contract, Department and Contractor shall be discharged from any further obligation created under the applicable terms of this Contract or Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS and, except as provided in the Survivability of Terms section of the General Terms Article.

c. Termination does not, however, constitute a waiver of any remedies for breach of this Contract.

Section 17.03 Termination or Temporary Suspension Without Cause.

a. Either Party may terminate this Contract or Program Attachment, as applicable with at least 30 calendar days prior written notice to the nonterminating Party.

b. If Contractor seeks to terminate a Contract that involves residential client services, Contractor shall give the Department at least 90 calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

c. The Parties can agree to terminate by mutual agreement.

DSHS may temporarily suspend or terminate this Contract or Program Attachment, as applicable if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or HHSC agencies, amendments to the Appropriations Act, health and human services consolidations or any other disruption of current appropriated funding for this Contractor Program Attachment. Contractor shall be notified in writing of any termination or temporary suspension and of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor will discontinue performance under the Contract as of the effective date of the suspension for the duration of the suspension.

Section 17.04 Immediate Termination. Department may immediately terminate this Contract or Program Attachment, as applicable, when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 17.05 Termination For Cause. Department may terminate this Contract, in whole or in part, for breach of contract by providing 10 calendar days written notice to Contractor.

Section 17.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. Notice of termination is effective when it is received by the non-terminating party.

ARTICLE XVIII VOID, SUSPENDED AND TERMINATED CONTRACTS

Section 18.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 18.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, is suspended or is terminated for cause is not eligible for any renewal or increase of funding for an existing contract or new contracts or renewals until in the case of suspension or termination the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void any amount paid to the Contractor is subject to recoupment by DSHS.

Section 18.03 Appeals Rights for DSHS Funded Block Grants. Pursuant to Texas Government Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Texas Government Code Chapter 2001.

ARTICLE XIX CLOSEOUT

Section 19.01 Cessation of Services at Closeout. Upon expiration or termination of this Contract or Program Attachment, as applicable, Contractor shall stop providing services or the delivery of goods under this Contract and if necessary, shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS.

Contractor shall not bill DSHS for services performed or goods delivered after termination or expiration of Contract or Program Attachment.

Upon termination or expiration of this Contract or Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 19.02 Administrative Offset. The Department has the right to administratively offset amounts owed by Contractor against any invoice submitted for payment.

Section 19.03 Deadline for Closeout. Contractor shall submit all performance, and other Closeout reports required under this Contract within 45 calendar days after the Contract or Program Attachment, if applicable, has terminated.

Section 19.04 Payment of Refunds. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and shall result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 19.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections or other transactions.

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ARTICLE XX DSHS GENERAL PROVISIONS

In addition to the terms and conditions in the Department of State Health Services (DSHS or Department) FY 2016 General Provisions (General Provisions), Contractor agrees to comply with these 2016 Federal Grant Subrecipient Additional Provisions.

ARTICLE XXI PROGRAM OPERATIONS

Section 21.01 Client Financial Eligibility.

Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 21.02 Contracts with Subrecipient and Vendor Subcontractors.

a. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the Contract or Program Attachment(s).

b. Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS.

c. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan.

d. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS.

e. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

f. Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:
   1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
   2. Detailed description of the services to be provided;
   3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
   4. Clearly defined and executable termination clause; and
   5. Beginning and ending dates that coincide with the dates of the Contract.

g. Contractor is responsible to DSHS for the performance of any subcontractor.

h. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be ineligible under the Sections 12.05, 14.03 and 14.04 of the General Provisions.

Section 21.03 Incorporation of Terms in Subrecipient Subcontracts.

a. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor):
   1. Assurances and Certifications in Article XII of the General Provisions;
   2. Sections 14.03 and 14.04 of the General Provisions; and

3. A provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with Article X of the General Provisions;

b. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

c. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

d. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

e. If a subcontractor is unable to certify (or status changes during contract term) to any of the statements in Sections 14.03 and 14.04, or any of the certifications stated in Article XII of the General Provisions, Contractor shall submit an explanation to the contract manager assigned to the Contract.

Section 21.04 Quality Management.

Contractor shall comply with quality management requirements as directed by the Department.

Section 21.05 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a. Cumulative budget transfers that do not exceed 25% among direct cost categories, other than the equipment category, of less than $100,000, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements); and
b. Change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section, but the contract will not be amended.

Section 21.06 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

a. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c) (3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations.

b. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through

self-evaluation and Department's monitoring processes. Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff.

c. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors.

Section 21.07 Direct Operation.
At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

ARTICLE XXII PROGRAM EQUIPMENT AND SUPPLIES

Section 22.01 Equipment.
Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of $5,000 or more. Contractors shall inventory all equipment, and report the inventory on the Contractors Property Inventory Form.

Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Program Attachment must be submitted to the contract manager assigned to this Contract.

Section 22.02 Equipment List.

a. All items of equipment to be purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. The equipment list must include:
   1. Description of the property;
   2. Serial number or other identification number;
   3. Source of funding for the property (including the Federal Assistance Identification Number);
   4. Who holds title,
   5. Acquisition date and cost of the property;
   6. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
   7. Location use and condition of the property; and
   8. Any ultimate disposition data including the date of disposal and sale price of property. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment.

b. Contractor shall submit to the contract manager assigned to this Contact, a written description including complete product specifications and need justification prior to purchasing any item of

unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment.

Section 22.03 Supplies.

a. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

b. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.

c. Prior approval by DSHS of the purchase of Controlled Assets is not required, but such purchases must be reported on the Contractors Property Inventory Form as detailed under Section 22.04.

Section 22.04 Property Inventory and Protection of Assets.

Contractor shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in Section 14.06 of the General Provisions and submit an annual cumulative report of the equipment and other property on Contractor's Property Inventory Report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at: http://www.dshs.state.tx.us/contracts/forms.shtm.

Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 22.05 Assets as Collateral Prohibited.

Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS

Section 23.01 Use of Funds.

Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 23.02 Use for Match Prohibited.

Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 23.03 Program Income.

a. Gross income directly generated from Department funds through a project or activity performed under a Contract and/or earned only as a result of this Contract during its term is considered program income.

b. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in the Uniform Grant Management Standards, for the use of program income to further the program objectives of the state or federal statute that provided the authority of this Contract or its Program Attachment, and Contractor shall spend the program income on the same Project Attachment or Statement of Work project under which it was generated.

c. Contractor shall identify and report this income in accordance with Article IX of these General Provisions and the provisions in the Contract or its Program Attachment(s).

d. Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS.

e. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 23.04 Nonsupplanting.

Contractor shall not use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity.

Contractor shall make a good faith effort to maintain its current level of support.

Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

Section 23.05 Payment Methods.

Section 5.01 of the General Provisions is replaced with the following:
Except as otherwise provided by the provisions of this Contract or its Program Attachment(s), the payment method for it will be cost reimbursement. This payment method is based on an approved budget in this Contract or its Program Attachment(s) and acceptable submission of a request for reimbursement.

Section 23.06 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of Contracts, if a contract has a categorical budget, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Contract term for Department review and financial assessment. Contractor shall submit the final FSR no later than 45 calendar days following the end of the Contract term.

Section 23.07 Working Capital Advance.

If necessary, if allowed by law, and if permitted at DSHS sole discretion, Contractor's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Contractor

shall establish procedures to minimize the time elapsing between the transfer of funds from DSHS to Contractor, and shall ensure that such funds are disbursed as soon as administratively possible.

Section 23.08 Condition Precedent to Requesting Payment.

Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 23.09 Management and Control Systems.

a. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.

b. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS. Those requirements and procedures include, at a minimum, the following:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
2. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Program Attachment and are traceable from the transaction to the general ledger;
3. Effective internal and budgetary controls;
4. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
5. Timely and appropriate audits and resolution of any findings;
6. Billing and collection policies; and
7. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 23.10 Effect of Grant Close Out.

Contractor must submit all requests for reimbursement prior to the date of the closure of the grant. DSHS may reject any request for reimbursement submitted after closure of the grant.

ARTICLE XXIV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 24.01 Allowable Costs.

a. Except as provided by Section 23.06, DSHS will reimburse Contractor for services satisfactorily performed, and sufficiently documented for allowable costs.

b. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract.

c. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement.

d. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within 30 calendar days of the date of this written notice.

e. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Applicable Cost principles, Audit requirements and Administrative Requirements

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220)	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict. The Contract will specify appropriate grant guidance.

Section 24.02 Property Acquisitions.

Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 24.03 Cost Allocation Plan.

a. Contractor shall implement and follow the applicable Cost Allocation Plan.

b. Contractor shall submit a Cost Allocation Plan on the format provided by DSHS to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to: coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. If Contractor's plan is the same as the plan previously submitted to DSHS, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as the plan previously submitted.

c. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within 30 calendar days after the effective date of the change.

Section 24.04 Overtime Compensation.

Except as provided in this section, Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.

Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

a. With the prior written approval of DSHS;
b. Temporarily, in the case of an emergency or an occasional operational bottleneck;
c. When employees are performing indirect functions, such as administration, maintenance, or accounting;
d. In performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
e. When lower overall cost to DSHS will result.

Section 24.05 Independent Single or Program-Specific Audit.

a. If Contractor within Contractor's fiscal year expends a total amount of at least $750,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR § 200.501. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards.

b. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular.

c. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in 2 CFR § 200.501 or UGMS, as applicable, for their program-specific audits.

d. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form.

e. If Contractor fails to complete the Single Audit Status Form within 30 calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

f. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

g. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every six years.

Section 24.06 Submission of Audit.

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program- Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Queenah.Teamah@hhsc.state.tx.us

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE XXV INSURANCE AND BONDS

Section 25.01 Insurance.

In addition to the Insurance provision in Section 14.22 of the General Provisions, Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds.

Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 25.02 Fidelity Bond.

a. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds.

b. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.

c. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 25.03 Liability Coverage.

For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity.

Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

ARTICLE XXVI TERMINATION, BANKRUPTCY AND CLOSEOUT

Section 26.01 Final Budget

Contractor shall submit an actual Budget to DSHS no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities, whichever occurs first. The Budget shall be in a format prescribed by DSHS and shall be accompanied by a report of all activities performed under this Contract.

Section 26.02 Bankruptcy.

In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS.

Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 26.03 Title to Property.

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 26.04 Disposition of Property.

a. Contractor shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

b. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

c. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

d. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 26.05 Closeout of Equipment.

At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Contractor shall submit to the contract manager assigned to this, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment.

All equipment purchased with Department funds must be secured by Contractor at the time of Closeout, or termination of this Contract, and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

ARTICLE XXVII NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2 of the Code of Federal Regulations), the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in the Uniform Grant Management Standards. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature _____ Date _____

Print Name of Authorized Individual

2016-048897
Application or Contract Number

CITY OF LAREDO HEALTH DEPARTMENT
Organization Name

ORDINANCE 2016-O-24

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), AMENDING THE FY 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $200,000.00, AND AMENDING THE FY 2015-2016 FULL TIME EQUIVALENT (FTE) LISTING BY ADDING ONE (1) HEALTH EDUCATOR SUPERVISOR, R38 POSITION AND ONE (1) CASEWORKER, R34 POSITION TO IMPLEMENT THE TEXAS HEALTHY ADOLESCENT INITIATIVE (THAI) CLINIC-BASED PROGRAM FOR THE PERIOD BEGINNING DECEMBER 21, 2015 THROUGH AUGUST 31, 2016.

WHEREAS, the Department of State Health Services (DSHS), Office of Title V & Family Health will work with City of Laredo Health Department (CLHD) to implement the Texas Healthy Adolescent Initiative (THAI) clinic-based program. The primary objective of the THAI clinic-based program is to improve the overall health and well-being of Texas adolescents, 10-24 years of age, increase their protective factors, prepare them with a strong foundation for adult life, and support positive life choices; and

WHEREAS, the THAI clinic-based program intends to positively impact youth services in the community by providing funding for local clinics to focus on Positive Youth Development, provide support to youth in regards to managing health check-ups, provide education on risk factors including bullying using CDC's guidelines if available, and, address identified health risk factors through screening and referral as well as timely follow-up. Through THAI clinic-based programming, the CLHD will establish a Youth-Adult Council to facilitate the development and monitoring of strategies and activities; and

WHEREAS, resources through this grant provide for the addition of two (2) full time equivalent positions (FTEs); one (1) Health Educator Supervisor, R38 position and one (1) Caseworker, R34 position.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager is hereby authorized to accept and enter into contract with the Texas Department of State Health Services (DSHS), amending the FY 2015-2016 Budget by appropriating additional revenues and expenditures in the amount of $200,000.00, and amending the FY 2015-2016 Full Time Equivalent (FTE) Listing by adding one (1) Health

Educator Supervisor, R38 position and one (1) Caseworker, R34 position to implement the Texas Healthy Adolescent Initiative (THAI) clinic-based program for the period beginning December 21, 2015 through August 31, 2016.

Section 2: The revenue account 226-0000-323-4019 is hereby increased by $200,000.00 and the expenditure division 226-6035 with the project number HEAI01 is hereby increased by $200,000.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with HHSC to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **8.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2016-O-25 Authorizing the City Manager to accept a voucher payment reimbursement of additional funds in the amount of $350,000.00 (for remodeling and roof repairs of the Santo Nino Community Center) from the Texas Department of State Health Services (TDSHS) and amending the FY 2015-2016 Health Department Budget by appropriating additional revenues and expenditures for a total of $5,964,826.00 for the Women, Infants and Children (WIC) Program of the City of Laredo Health Department (CLHD) for the period of October 1, 2015 through September 30, 2016.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 1, 2016, Council introduced the Ordinance.

BACKGROUND

The Texas Department of State Health Services has contracted with the City of Laredo to continue to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg, and Live Oak Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition services and food supplemental services through the Women, Infant and Children (WIC) Program.

The WIC Program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have a nutritional risk.

Resources through this award will allow for the renovation, roof repairs and parking expansion of the Santo Niño WIC Wellness Center located at 2200 Zacatecas Street in Laredo, Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-323-4037 and expenditure division 226-6008 with project number HEWI08 will increase by $350,000.00.

Attachments

DSHS Letter

2015-O-25

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

KIRK COLE
INTERIM COMMISSIONER

August 27, 2015

Ms. Nora Martinez, WIC Director
LA #13, City of Laredo Health Department
P.O. Box 2337
Laredo, TX 78044

Dear Ms. Martinez:

The United States Department of Agriculture (USDA) has granted approval for the City of Laredo Health Department, WIC Local Agency #13, to renovate the former site of the Santo Nino WIC clinic, located at 2200 Zacatecas Street, Laredo. Total costs to the Texas WIC Program for the renovations costs should not exceed $350,000.00.

Approval is granted with the understanding that procurement will be in compliance with 7 CFR Part 3016. Please remember that FY 2016 purchases are contingent upon the availability of those funds. In addition, the following conditions must be met:

- Three bids for the proposed renovations must be submitted to the Department of State Health Services.
- The FY 2016 WIC Program funds are available between October 1, 2015 and September 30, 2016.

Failure to meet the conditions listed above may result in those costs being disallowed by USDA.

This approval is granted with the stipulation that sufficient earned funds are available. All purchases must be in compliance with WIC policies and the Uniform Grant Management Standards. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

Lindsay F. Rodgers

Lindsay Rodgers, Director
Nutrition Services Section

AG:ss

ORDINANCE 2016-O-25

AUTHORIZING THE CITY MANAGER TO ACCEPT A VOUCHER PAYMENT REIMBURSEMENT OF ADDITIONAL FUNDS IN THE AMOUNT OF $350,000.00 (FOR REMODELING AND ROOF REPAIRS OF THE SANTO NINO COMMUNITY CENTER) FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) AND AMENDING THE FY 2015-2016 HEALTH DEPARTMENT BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES FOR A TOTAL OF $5,964,826.00 FOR THE WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM OF THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.

WHEREAS, The Texas Department of State Health Services has contracted with the City of Laredo to continue to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg, and Live Oak Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition services and food supplemental services through the Women, Infant and Children (WIC) Program; and

WHEREAS, the WIC Program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have a nutritional risk.

WHEREAS, resources through this award will allow for the renovation, roof repairs and parking expansion of the Santo Niño WIC Wellness Center located at 2200 Zacatecas Street in Laredo, Texas.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager is hereby authorized to accept a voucher payment reimbursement of additional funds in the amount of $350,000.00 (for remodeling and roof repairs of the Santo Nino Community Center) from the Texas Department of State Health Services (TDSHS) and amending the FY 2015-2016 Health Department Budget by appropriating additional revenues and expenditures for a total of $5,964,826.00 for the Women, Infants and Children (WIC) Program of the City of Laredo Health Department (CLHD) for the period of October 1, 2015 through September 30, 2016.

Section 2: The revenue account 226-0000-323-4037 and expenditure division 226-6008 with project number HEWI08 are hereby increased by $350,000.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances **9.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Jose Luis Flroes

SUBJECT

2016-O-26 Authorizing the City Manager to execute a lease agreement with Washington's Birthday Celebration Association, Inc. (W.B.C.A.) for approximately 3.9 acres and more formally known as the "Park and Ride", and the approximate 7.35 acres consisting of all Lot No's. 1 and 2 of the Laredo International Airport Manufacturing Facilities Subdivision Plat, and the portion area north of the Animal Care Shelter on Maher/Hillside/Thomas Street for the W.B.C.A. Jalapeno Festival and other W.B.C.A. sponsored events. The lease term is for five (5) consecutive years for the month of February commencing on February 2016 and ending on February 2020 and providing for termination. Initial annual rental rate of $1,000.00; providing for an effective date.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Washington's Birthday Celebration Association, INC., (W.B.C.A.) has been in good standing with the airport since 1992.

The Washington's Birthday Celebration is the oldest celebration in the United States honoring the first president of our country, George Washington. Done with international flair, the WBCA and the City of Laredo hosts a party with 28 events in 32 days! An incredible air show, the jalapeño festival, a carnival with exhilarating rides, lavish pageants depicting our country's early history. .

The subject property is leased "AS IS" condition.

COMMITTEE RECOMMENDATION

On November 3, 2015, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year: 2016
Bugeted Y/N?: yes
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Land Rent
242-000-361-2060
Annual rent: $1,000.00

Attachments

WBCA Ordinance
WBCA DOC

ORDINANCE NO. 2016-O-26

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH WASHINGTON'S BIRTHDAY CELEBRATION ASSOCIATION, INC. (W.B.C.A.) FOR APPROXIMATELY 3.9 ACRES AND MORE FORMALLY KNOWN AS THE "PARK AND RIDE", AND THE APPROXIMATE 7.35 ACRES CONSISTING OF ALL LOT NO'S. 1 AND 2 OF THE LAREDO INTERNATIONAL AIRPORT MANUFACTURING FACILITIES SUBDIVISION PLAT, AND THE PORTION AREA NORTH OF THE ANIMAL CARE SHELTER ON MAHER/HILLSIDE/THOMAS STREET FOR THE W.B.C.A. JALAPENO FESTIVAL AND OTHER W.B.C.A. SPONSORED EVENTS. THE LEASE TERM IS FOR FIVE (5) CONSECUTIVE YEARS FOR THE MONTH OF FEBRUARY COMMENCING ON FEBRUARY 2016 AND ENDING ON FEBRUARY 2020 AND PROVIDING FOR TERMINATION. INITIAL ANNUAL RENTAL RATE OF $1,000.00; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and the Washington's Birthday Celebration Association, as LESSEE, for approximately 3.9 acres and more formally known as the "Park and Ride", and the approximate 7.35 acres consisting of all Lot No's. 1 and 2 of the Laredo International Airport Manufacturing Facilities Subdivision Plat, and the portion area north of the Animal Care Shelter on Maher/Hillside/Thomas Street for the W.B.C.A. Jalapeno Festival and other W.B.C.A. sponsored events at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Advisory Board finds that said lease is in the best interest of the Airport and recommends that the City Council approve the proposed lease; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agrees with same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager be hereby authorized to execute a lease with the Washington's Birthday Celebration Association for approximately 3.9 acres and more formally known as the "Park and Ride", and the approximate 7.35 acres consisting of all Lot No's. 1 and 2 of the Laredo International Airport Manufacturing Facilities Subdivision Plat, and the portion area north of the Animal Care Shelter on Maher/Hillside/Thomas Street for the W.B.C.A. Jalapeno Festival and other W.B.C.A. sponsored events at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2016

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
RAUL CASSO
CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement made and entered into by and between the CITY OF LAREDO (hereinafter called "LESSOR"), and Washington's Birthday Celebration Association, Inc. (W.B.C.A.), (hereinafter called "LESSEE").

WITNESSETH

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo Park and Ride Lot, (hereinafter called "Park and Ride"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS, PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

"LESSOR": The CITY OF LAREDO, by and through its Airport Manager shall be considered the LESSOR for all purposes of this lease.

"TERMS": The term of this contract are binding on the agents, employees, servants, successors, and assigns of LESSEE, except where otherwise noted in this instrument.

1.01 LEASED AREA:

The LESSOR does hereby lease the premises for a portion of Block No. 14 consisting of approximately 3.9 acres and more formally known as the "Park and Ride", and the approximate 7.35 acres consisting of all Lot No's. 1 and 2 of the Laredo International Airport Manufacturing Facilities Subdivision Plat, and the Portion area North of the Animal Care Shelter on Maher/Hillside/Thomas Street, being more particularly described and depicted in Exhibit 1, which is attached hereto and incorporated herein, all hereinafter referred to as the "Premises", and LESSEE hereby leases the said leased area from LESSOR Premises are leased unto LESSEE in "AS IS" condition. LESSEE has inspected the premises and accepts same in "AS IS" condition.

1.02 TERM:

This lease shall be for the entire month of February, commencing on the first day of February and ending on the last day of February of each year (2016, 2017, 2018, 2019, and 2020). LESSEE will have until the last day in the month of February to have the portable toilets removed from the leased premises. LESSOR will not consider this exception a violation of section 4.06 entitled HOLDING OVER.

1. The term of this lease agreement shall be for five (5) consecutive years beginning on the first day of February of each year and ending on the last day of February (2016, 2017, 2018, 2019, and 2020).
2. The Lessee's right and option to extend this lease agreement each year shall be automatically exercised by the lessee as per the following terms set forth by the City of Laredo:

    a. If the leased property is not sold or leased (long-term, long-term) before April 1st of each Celebration year ("Celebration year" is defined as April 1- March 31), the Lessee's right and option to extend this lease agreement for one (1) more year shall be automatically exercised commencing:

April 1st of 2015 for the 119th Washington's Birthday Celebration (for term of April 1, 2015 – March 31, 2016);
April 1st of 2016 for the 120th Washington's Birthday Celebration (for term of April 1, 2016 – March 31, 2017);
April 1st of 2017 for the 121st Washington's Birthday Celebration (for term of April 1, 2017 – March 31, 2018);
April 1st of 2018 for the 122nd Washington's Birthday Celebration (for term of April 1, 2018 – March 31, 2019);
April 1st of 2019 for the 123rd Washington's Birthday Celebration (for term of April 1, 2019 – March 31, 2020);

Long-term means a lease agreement whose term is longer than ten (10) years and results in the construction of improvements.

    b. The lessee's right and option to extend this lease agreement shall be automatically exercised commencing April 1st of each year if the Lessor fails to notify the Lessee, in writing, by certified mail, return receipt requested, of its intention to sell such property by the April 1st deadline.

3. Upon Lessor's timely delivery of each of the foregoing notices of intent to sell or lease (long-term) the aforementioned property, having had the notices received by the Lessee prior to the April 1st deadline on any given Celebration year, this lease shall terminate.

a. The Lessor and Lessee agree that should the notice to sell or lease (long-term) the property come after the April 1st deadline, where the celebration term has already begun, the lease shall extend to cover the remainder of that Celebration year as stipulated above, so as not to disrupt the Washington's Birthday Celebration festivities for that term.

1.03 RENTAL OBLIGATION:

LESSEE agrees to pay to LESSOR, in advance, the sum of One Thousand Dollars ($1,000.00) which shall be due and payable to LESSOR no later than January 02, 2016. The total rent due is One Thousand Dollars ($1,000.00).

1.04 USE AND USE CONFLICT:

The premises are to be occupied solely for the purpose of conducting WBCA related business and/or events to include but not limited to the WBCA Jalapeño Festival and the WBCA Car Show.

1.05 GROUNDS:

LESSEE at LESSEE'S sole cost and expense agrees to provide a sufficient number of containers on the premises for the purpose of trash collection.

1.06 ENTRANCE/EXIT:

"Park and Ride" lot entrance/exit shall remain open to allow El Metro buses access to the "Park and Ride" lot for the purpose of picking up or dropping off passengers.

1.07 PARKING:

Parking within the leased premises shall be supervised by LESSEE.

1.08 SECURITY:

LESSEE agrees to provide at LESSEE'S sole cost and expense any number of security personnel deemed by LESSOR to be reasonably necessary for the protection of persons and property on the premises.

1.09 RESTROOMS:

LESSEE agrees to provide at LESSEE'S sole cost and expense any portable restroom facilities that are deemed necessary, said facilities to be removed from the leased premises no later than the last day of February of each year.

1.10 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated trash/garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that trash/garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the city and state regarding its storage and disposal.

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 INDEMNITY AND NONCLAIM:

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and declares that said premises were in good condition when possession of same was accepted.

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives, from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives.

2.02 INSURANCE:

General Public Liability Insurance: LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims, damages, causes of action, costs and expenses, including attorney's fees resulting from or related to LESSEE'S use and occupancy of the leased premises, except any such claims, damages, causes of action, costs and expenses arising out of the negligence or willful act of LESSOR, its employees, agents or representatives from and against which LESSOR shall indemnify and hold LESSEE harmless. **In this connection, LESSEE shall carry and maintain General Public Liability Insurance in minimum amounts of ONE MILLION DOLLARS per occurrence, in which LESSOR shall be named as additional insured. LESSOR shall be furnished a copy of proof of insurance prior to the execution of this lease.**

ARTICLE III
DEFAULT

3.01 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agree to a covenant running with the land that:

1. No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise be subject to discrimination;

3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

4. That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

(c) That in the event of breach of any of the proceeding nondiscrimination covenants, LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made and issued.

ARTICLE IV
MISCELLANEOUS

4.01 CONSTRUED PURSUANT TO TEXAS LAW:

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.02 BINDING AGREEMENT:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited.

4.03 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Further, LESSEE will keep and maintain the leased premises in a clean and healthy condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased premises.

4.04 SIGNS:

LESSEE agrees to provide, at LESSEE'S sole cost and expense any and all temporary signs.

4.05 SUBLEASE OR ASSIGNMENT:

LESSEE is not permitted to sublease the premises or assign said lease.

4.06 HOLDING OVER:

In the event LESSEE does not vacate all or part of the premises at the expiration date of this agreement, LESSEE'S rental obligation shall increase and LESSEE shall be obligated to pay LESSOR a rental amount equal to twice the daily rental as of the date of holding over. LESSEE will have until the last day of February of each year to have the portable toilets removed from the rental property.

4.07 JOINT AND SEVERAL LIABILITY:

If more than one LESSEE is named herein, the obligations of each LESSEE herein shall be joint and severable. The singular includes the plural, and the plural includes the singular.

4.08 SUBORDINATION OF LEASE:

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the lease premises for the purpose set forth in Paragraph 1.06, titled "Use and Use Conflict" in this agreement.

4.09 TIME OF ESSENCE:

Time is of the essence in this agreement.

EXECUTED IN TRIPLICATE ORIGINALS ON THIS _____ DAY OF _____, 2015.

CITY OF LAREDO, a Municipal Corporation

By:_____
JESUS M. OLIVARES
CITY MANAGER

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
RAUL CASSO
CITY ATTORNEY

WASHINGTON'S BIRTHDAY
CELEBRATION ASSOCIATION, INC.

BY:_____
Dr. Joe Castellano
PRESIDENT

STATE OF TEXAS)(

COUNTY OF WEBB)(

This instrument was acknowledged before me on the _____day of _____, 2015 by Dr. Joe Castellano, President of Washington's Birthday Celebration Association, Inc.

_____
NOTARY PUBLIC, STATE OF TEXAS

Final Reading of Ordinances **10.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Initiated By: Cynthia Collazo

Staff Source: Arturo Garcia

SUBJECT

2016-O-27 Closing and vacating as a public easement that section of Center Road, as dedicated by the R. M.R. Industrial Park Plat Unit 2, Volume 3, page 23, of the Webb County Plat Records and providing for the reversion of all public interest in said dedicated road to the current abutting landowners in equal shares provided that the City retain the east one half section of the road as a utility easement. The road section is further depicted on attached Exhibit A and providing for an effective date.

PREVIOUS COUNCIL ACTION

On February 1, 2016, this Ordinance was introduced by the City Council.

BACKGROUND

The City received a request to close and vacate as a public easement that section of Center Road as dedicated by the R.M.R Industrial Park Plat Unit 2, City of Laredo, Webb County, Texas, by the abutting landowners. The landowners have executed Release Forms holding the City of Laredo harmless from any all and all damages which may arise from the closing of said road. The flow of traffic will not be adversely affected by such closing since the street dead ends on the south property line of a city owned drainage tract. No future expansion of street is anticipated. Upon its closure the public's interest in said road will revert to the current abutting landowners in equal shares with the City retaining the east one half section of the road as a utility easement for further improvements.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends passage of this Ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

Ordinance
Exhibit A

ORDINANCE 2016-O-27

CLOSING AND VACATING AS A PUBLIC EASEMENT THAT SECTION OF CENTER ROAD, AS DEDICATED BY THE R.M.R INDUSTRIAL PARK PLAT UNIT 2, VOLUME 3, PAGE 23, OF THE WEBB COUNTY PLAT RECORDS AND PROVIDING FOR THE REVERSION OF ALL PUBLIC INTEREST IN SAID DEDICATED ROAD TO THE CURRENT ABUTTING LANDOWNERS IN EQUAL SHARES PROVIDED THAT THE CITY RETAIN THE EAST ONE HALF SECTION OF THE ROAD AS A UTILITY EASEMENT. THE ROAD SECTION IS FURTHER DEPICTED ON ATTACHED EXHIBIT A AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Center Road is a non-thoroughfare road dedicated as per the R.M.R. Industrial Park Unit 2; and,

WHEREAS, traffic flow in said the road section will not be adversely affected by such closing since this street dead ends on a drainage tract and no future expansion of this road is anticipated; and,

WHEREAS, the two abutting property owners requesting the proposed road closure have executed Release Forms holding the City of Laredo harmless from any all and all damages which may arise from the closing of said road; and,

WHEREAS, upon the its closure the public's interest in said road will revert to the current abutting landowners in equal shares provided that the City retain the east one half section of the road as a utility easement: and,

WHEREAS, the City Council finds that it is in the best interest of the City to close Center Road as a public easement and relinquish any interest the City may have on said road provided that the City retain the east one half section of the road as a utility easement. Through the authority provided in the Texas Local Government Code section 253.001(c).

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

1. The section of Center Road, as dedicated by the R.M.R Industrial Park Plat Unit 2, Volume 3, page 23, of the Webb County Plat Records is hereby closed and vacated as a public easement providing for the reversion of the public interest in said dedicated road to the current abutting landowners in equal shares provided that the city retain the east one half section of the road as a utility easement. The section road is further depicted on attached exhibit A.

2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2016.

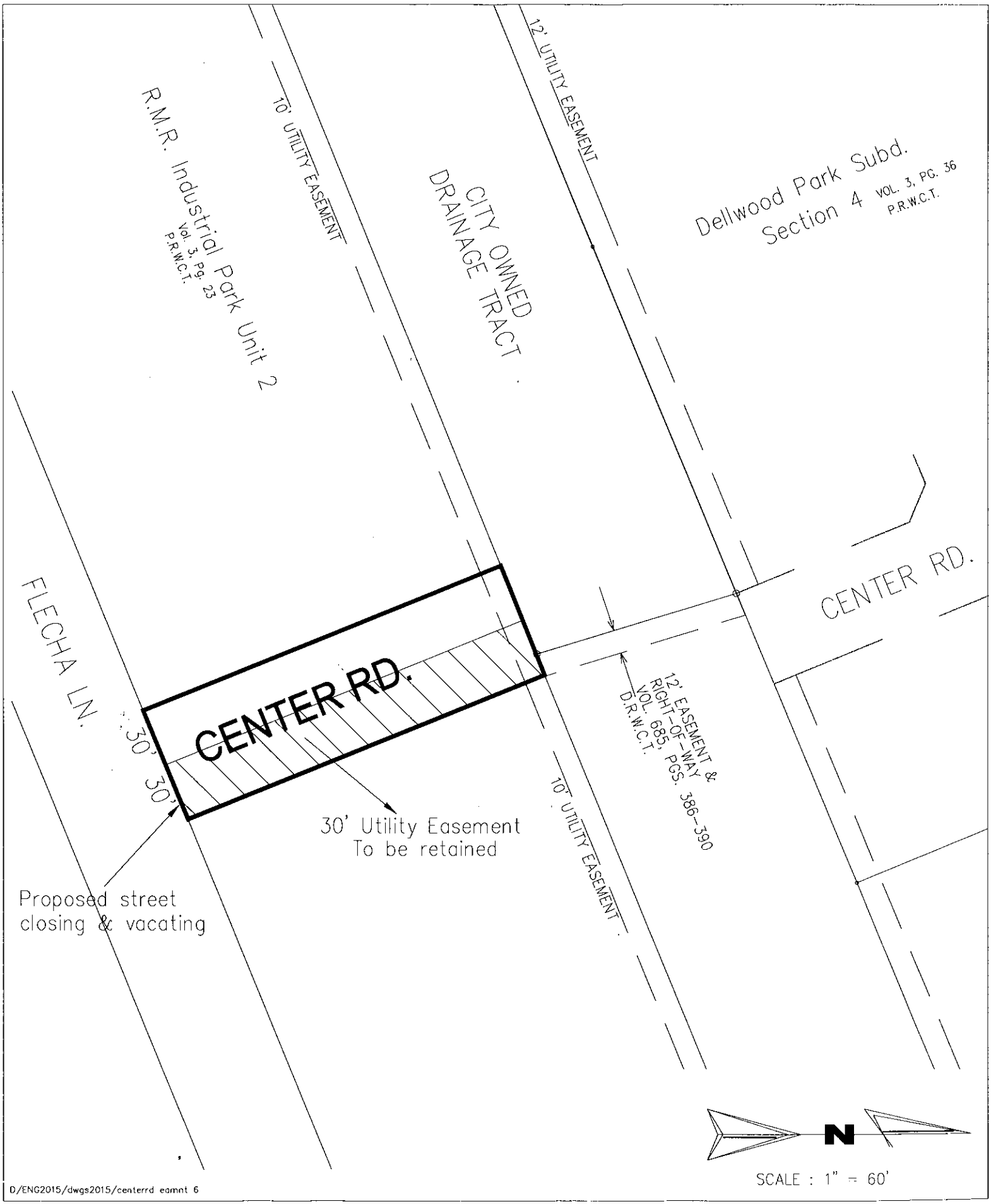
_____
Pete Saenz
Mayor

ATTEST:

_____
Doanh "Zone" T. Nguyen
Acting City Secretary

_____
APPROVED AS TO FORM:
Raul Casso
City Attorney

EXHIBIT A



D/ENG2015/dwgs2015/centerrd eamnt 6

Final Reading of Ordinances **11.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Initiated By: Cynthia Collazo - Deputy City Manager

Staff Source: Blasita Lopez - LCVB Director, Martin Aleman - Budget Manager

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SUBJECT

2016-O-28 amending the City of Laredo's FY 2015-2016 Laredo Convention and Visitors Bureau Fund budget by increasing revenues and expenditures in the amount of $195,000.00 for funding a documentary film in conjunction with TAMIU and KLRN. The funding will be transferred from the City of Laredo FY 2015-2016 Hotel Motel Fund budget.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The President of Texas A&M International University (TAMIU) , Dr. Ray Keck, asked the City Council to consider funding a documentary film that the University was approached about and will air on KLRN. The documentary will focus the broad musical talent at TAMIU as well as community-wide and will promote Laredo's diversity and uniqueness. City Council made a motion/directive to find funding to support this project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Final Reading of Ordinance 2016-O-26

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	Hotel Motel Fund
Account #:	244-4910-597-0250
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

CVB Fund	Original Budget	Amended Budget	Amendment
Revenues			
Tranfer In from Hotel Motel			
250-0000-393-0244	$ 3,305,855	$ 3,500,855	$ 195,000
Expenditures			
KLRN Documentary Film			
250-5315-553-6317	$ 0	$ 195,000	$ 195,000

Attachments

Ordinance

ORDINANCE NO. 2016-O-28

AMENDING THE CITY OF LAREDO'S FY 2015-2016 LAREDO CONVENTION AND VISITORS BUREAU FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $195,000.00 FOR FUNDING A DOCUMENTARY FILM IN CONJUNCTION WITH TAMIU AND KLRN. THE FUNDING WILL BE TRANSFERRED FROM THE CITY OF LAREDO'S FY 2015-2016 HOTEL MOTEL FUND BUDGET.

WHEREAS, on January 19, 2016, City Council approved a motion to fund this project; and

WHEREAS, it is being requested to amend the fiscal year 2015-2016 Convention and Visitors Bureau budget; and

WHEREAS, the documentary film will focus the broad musical talent at TAMIU as well as community-wide and will promote Laredo's diversity and uniqueness;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS;

Section 1: Amending the City of Laredo's Convention and Visitors Bureau FY 2015-2016 budget by increasing revenues and expenditures in the amount of $195,000.00.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

_____
APPROVED AS TO FORM:
RAUL CASSO
ATTORNEY

Resolutions **12.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rosario C. Cabello, Finance Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

2016-R-11 Authorizing the City of Laredo to enter into Inter-Local Cooperative Purchasing Agreement with Tarrant County and authorizing the City Manager to execute the membership agreement. The purpose of this agreement is to facilitate compliance with the State of Texas bidding requirements, to identify qualified vendors of commodities, goods and services, and to realize potential cost savings for the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in various cooperative purchasing programs.

BACKGROUND

Section 271.102 of the Local Government Code allows a local government to participate in cooperative purchasing program with another local government or a local cooperative organization. The City Manager is requesting authorization to enter into this local cooperative purchasing program with Tarrant County Purchasing Program allowing the City to take advantage of the cooperative agreements entered into by alliance and national vendors. By entering into this agreement, the City of Laredo will have no financial or organizational liability to this Coop or to its organizational activities.

Sample List of Cooperative Vendors:

Centerline Supply	Pathmark Traffic Products	Traffic Devices	
Buyers Barricades	Safety Zone Specialists	Grapevine Dodge	
Airgas	Vulcan Signs	Custom Products Corp.	
Vulcan Materials	Coca-Cola	INX LLC.	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this resolution be approved.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

There will be no fees or any additional charges to participate in this Cooperative Purchasing Program.

Attachments

Tarrant County Inter-local Agreement

Resolution 2016 R 011

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF TARRANT AND City of Laredo

This Agreement is made this 21st day of January, 2016 between the County of Tarrant, Texas and City of Laredo.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

City of Laredo hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. City of Laredo agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

City of Laredo agrees that all specifications for selected items shall be determined by Tarrant County.

III.

City of Laredo agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill City of Laredo directly for all items purchased, and City of Laredo shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Jesus M. Olivares (name), City Manager (title) is hereby designated as the official representative to act for City of Laredo in all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days notice prior to cancellation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY	**(Entity)** City of Laredo
BY: _____	BY: Jesus M. Olivares (x)
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: 12/8/15

TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM

ENTITY INFORMATION SHEET

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this Entity Information Sheet and return to Dallas Arter, Tarrant County Cooperative Purchasing Coordinator. ***(Address and additional information below regarding the Interlocal Agreement Form)***. Please contact Ms. Arter at (817) 884-1414 if you have any questions.

Name of Entity: City of Laredo

Point of Contact: Miguel A. Pescador

Title Purchasing Agent

Phone Number: 956-794-1731

Fax Number: 956-790-1805

Internet Address: ci.laredo.tx.us

E-Mail Address: mpescador@ci.laredo.tx.us

Additional Contacts: Enrique Aldape III

Complete Mailing Address: City of Laredo

P.O. Box 210

Laredo, Texas 78042

Information as of this Date: January 21, 2016

NOTE:	**To complete the Interlocal Agreement, please sign and return FOUR (4) DUPLICATE ORIGINAL AGREEMENTS, EACH CONTAINING AN ORIGINAL SIGNATURE, to the attention of Dallas Arter, Cooperative Purchasing Coordinator, Tarrant County Purchasing Department, 100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76196.**

COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

DATE: 4/21/2015

SUBJECT: **BID NO. 2014-090 - ANNUAL CONTRACT FOR TRAFFIC CONTROL EQUIPMENT - ALL PRECINCTS - VARIOUS VENDORS - EXERCISE FIRST AND FINAL OPTION FOR RENEWAL - SAME FIRM FIXED PRICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve renewal of 2014-090, Annual Contract for Traffic Control Equipment, for the first and final optional twelve (12) month period at the same firm fixed prices.

BACKGROUND:

On May 13, 2014, through Court Order #117649, the Commissioners Court awarded Bid No. 2014-090, Annual Contract for Traffic Control Equipment, for all Precincts, to the following vendors:

Primary	Centerline Supply	13 of 37 Items
	Buyers Barricades	11 of 37 Items
	Pathmark Traffic Products	10 of 37 Items
	Traffix Devices	2 of 37 Items
	Safety Zone Specialists	1 of 37 Items
Secondary	Pathmark Traffic Products	16 of 37 Items
	Buyers Barricades	12 of 37 Items
	Centerline Supply	9 of 37 Items

The awards were based upon low bid per item and contained an option to renew for one (1) additional twelve (12) month periods at the same prices.

The vendors notified Purchasing in writing that their prices will remain firm through July 31, 2016.
The Precincts notified Purchasing in writing that they are pleased with the above listed vendors.

Therefore, it is the joint recommendation of the four (4) precincts and Purchasing that the Commissioners Court approve the renewal of Bid No. 2014-090, Annual Contract for Traffic Control Equipment, for another twelve (12) month period.

FISCAL IMPACT:

Expenses for last year were approximately $10,000.00. Orders are placed on an as-needed basis.

SUBMITTED BY:	Purchasing	PREPARED BY:	Dayna George
		APPROVED BY:	

RESOLUTION NUMBER
2016-R-011

AUTHORIZING THE CITY OF LAREDO TO ENTER INTO AN INTERLOCAL PARTICIPATION AGREEMENT WITH THE FOLLOWING COOPERATIVE PURCHASING PROGRAMS (COOP):

1) **TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM**

AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL MEMBERSHIP AGREEMENTS. THE PURPOSE OF THESE AGREEMENTS IS TO FACILITATE COMPLIANCE WITH THE STATE OF TEXAS BIDDING REQUIREMENTS, TO IDENTIFY QUALIFIED VENDORS OF COMMODITIES, GOODS AND SERVICES, AND TO REALIZE POTENTIAL COST SAVINGS FOR THE CITY OF LAREDO.

WHEREAS, §Section 271.102 of the Local Government Code allows a local government to participate in cooperative purchasing program with another local government or a local cooperative organization. The City Manager is requesting authorization to enter into this local cooperative purchasing program with Tarrant County Cooperative Purchasing Program allowing the City to take advantage of the cooperative agreements entered into by alliance and national vendors.

WHEREAS, the City of Laredo, is of the opinion that participation in these Cooperative purchasing programs will be highly beneficial to the taxpayers of the City through the efficiencies and potential savings to be realized; and

WHEREAS, the City of Laredo desires to participate and join with other local governments in these cooperative lnterlocal agreements for the purpose of fulfilling and implementing their respective public and
governmental purposes, needs, objectives, programs, functions, and services.

By entering into these agreements, the City of Laredo will have no financial or organizational liability to these Coop's or to its organizational activities.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. This Resolution shall become effective immediately upon its passage and adoption.

Section 2. The City of Laredo does request that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, on the Cooperative's Purchasing Program and award contracts for those items, whereby, the City of Laredo may be allowed to purchase those items from the Cooperative's contracts; and the Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the City Council of the City of Laredo does hereby authorizes the City Manager to execute the Interlocal Participation Agreements and designates him to act for the City of Laredo in all matters relating to the Cooperative Purchasing Program including the designation of specific contracts in which the City of Laredo desires to participate.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS ON THIS THE _____DAY OF _____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
INTERIM CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

BY: _____

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Roberto Murillo, P.E., P.T.O.E., Traffic Manager

SUBJECT

2016-R-13 Declaring a public necessity to utilize the area under IH-35, between Park Street and Sanchez Street, as a parking area, for the Annual Youth Parade and for the Washington's Birthday Grand Parade and authorizing the City Manager to enter into a five (5) year agreement with Texas Department of Transportation for the use of said property.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution 2015-R-13 on February 17, 2015.

BACKGROUND

The Annual Youth Parade and the Washington's Birthday Celebration Parade create significant amount of parking congestion within the vicinity of the parade route including the areas along IH-35 frontage roads. The parking of vehicles on sidewalks and prohibited parking areas adjacent to IH-35 was observed in past parades that required improperly parked vehicles to be towed away since a safety hazard was created by forcing pedestrians to utilize street. The Texas Department of Transportation has agreed to allow use of the open area under IH-35, between Park Street, and Sanchez Street, for vehicular parking during the parades to discourage parking in prohibited areas and minimize safety hazards. A safety hazard exists as a result of parked vehicles on sidewalks and in prohibited areas and it is in the best interest of the City to use the area under IH-35 between Park Street, and Sanchez Street, for providing additional parking of those attending these events. The City will be responsible for operating the parking areas during these events.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this resolution be approved.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

2016-R-13 ResolutionAgreement
ROW TxDot Agreement
Exhibit C Map

A RESOLUTION NO. 2016-R-13

DECLARING A PUBLIC NECESSITY TO UTILIZE THE AREA UNDER IH-35, BETWEEN PARK STREET, AND SANCHEZ STREET, AS A PARKING AREA, FOR THE ANNUAL YOUTH PARADE AND FOR THE WASHINGTON'S BIRTHDAY PARADE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE YEAR AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE USE OF SAID PROPERTY.

WHEREAS, the annual Youth Parade and the Washington's Birthday Celebration Parade creates significant amount of parking congestion within the vicinity of the parade route including the areas along IH-35 frontage roads;

WHEREAS, parking of vehicles on sidewalks and prohibited parking areas adjacent to IH-35 has occurred in past WBCA parades and it has required improperly parked vehicles to be towed-away due to the safety hazard created by pedestrians to utilize streets for parking;

WHEREAS, Texas Department of Transportation has agreed to allow the use of the open area under IH-35, between Park Street, and Sanchez Street, for vehicular parking during the WBCA parades so as to discourage parking in prohibited parking areas and minimize safety hazards;

WHEREAS, City Council has declared that a safety hazard exists as a result of parked vehicles on sidewalks and in prohibited areas and it is in the best interest of the city to use the area under IH-35 between Park Street, and Sanchez Street for providing additional parking to those attending the WBCA parades;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

1. It authorizes the City Manager to enter into a five year Agreement with Texas Department of Transportation to utilize the open area under IH-35, between Park Street, and Sanchez Street, for a parking area, for the Annual Youth Parade, and for the Washington's Birthday Parade.

2. The City will be responsible for staffing parking area to provide orderly parking during the said parades.

APPROVED BY THE MAYOR ON THIS THE _____DAY_____, 2016.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA L. HALE
ASST. CITY ATTORNEY

Agreement No. _____
District # _____
Code Chart 64 #_____
Project: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Laredo, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including IH 35, in Webb, County; and

WHEREAS, the local government has requested the temporary closure of IH 35 Underpass at Park Street between Sanchez Street and Chicago Street for the purpose of temporary parking for the WBCA Youth Parade and WBCA Grand Parade from February 16, 2016 to February 28,2021 as described in the attached "**Exhibit A**," hereinafter identified as the "**Event**;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 16th day of February, 2016, the Laredo City Council passed Resolution / Ordinance No. 2016-R-13, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

Agreement No. _____
District # _____
Code Chart 64 #_____
Project: _____

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

{*Give a physical description of the annual event and when it will be held, the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a* ***location map*** *and identified as* "**Exhibit C**."}

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as

soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.
(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government

shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES
Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE
A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Laredo 1110 Houston Laredo, Texas	Texas Department of Transportation Laredo District 1817 Bob Bullock Loop Laredo, TX 78043

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF _LAREDO_____, TEXAS
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title Jesus Olivares
City Manager
1110 Houston
Laredo, TX 78040
(956) 791-7302

Attest:
By: _____
Doanh "Zone" T. Nguyen
Acting City Secretary

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Agreement No. _____
District # _____
Code Chart 64 #_____
Project: _____

Exhibit A
"Event"

Agreement No. _____
District # _____
Code Chart 64 #_____
Project: _____

Exhibit B
Resolution / Ordinance

Agreement No. _____
District # _____
Code Chart 64 #_____
Project: _____

Exhibit C
LOCATION MAP

EXHIBIT "C"
Parking Area for
WBCA Parades
IH35
PARK ST
IH35
SANCHEZ ST
Google

Resolutions **14.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Initiated By:

Staff Source: Riazul Mia, P.E. Utilities Director

SUBJECT

2016-R-16 Authorizing the City Manager to sign a farm and ranch contract, between the City of Laredo and Annette Katz Cottingham, Sharon E. Katz, and Carol K. Fisherman in which the City is agreeing to purchase 4 tracts of 62.8912, 17.792, 194.3135 and 652.0 acres in Starr County, Texas including all water rights which includes, but is not limited to, the right to divert and use 1287 acre feet per annum of Class A and 1029.98 acre feet per annum of Class B Irrigation use water rights to the Rio Grande River for a purchase price of $3,476,250.00; funding is available in the Water Fund - Water Availability Division to purchase this land and water rights.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

In 2013, City Council authorized the purchase of water rights in order to keep up with the City's growth and water demand.

BACKGROUND

The City needs to acquire water rights in order to keep up with the City's growth and water demand. The City of Laredo will hire attorney, Mr. Glenn Jarvis, who specializes in water rights sales to do the proper examination of documents and compliance with the procedures set by TCEQ.

COMMITTEE RECOMMENDATION

Finance and Operations Committee.

STAFF RECOMMENDATION

Approval of Resolution.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y

Source of Funds: Water Availability

Account #: 557-4180-535-9102

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding for the purchase of the land and water rights is in the Water Fund - Water Availability division account number 557-4180-535-9100 and 557-4180-535-9102.

Attachments

Resolution Katz Wtr rights

Resolution Katz Wtr rights

RESOLUTION 2016-R--16

AUTHORIZING THE CITY MANAGER TO SIGN A FARM AND RANCH CONTRACT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE CITY OF LAREDO AND ANNETTE KATZ COTTINGHAM, SHARON E. KATZ, AND CAROL K. FISHERMAN IN WHICH THE CITY IS AGREEING TO PURCHASE 4 TRACTS OF 62.8932, 17.792, 194.3135, AND 652.0 ACRES IN STARR COUNTY, TEXAS, INCLUDING ALL WATER RIGHTS, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE RIGHT TO DIVERT AND USE 1287 ACRE FEET PER ANNUM OF CLASS A AND 1029.98 ACRE FEET PER ANNUM OF CLASS B IRRIGATION USE WATER RIGHTS TO THE RIO GRANDE RIVER FOR A PURCHASE PRICE OF $3,476,250.00; FUNDING IS AVAILABLE IN THE WATER AVAILABILITY FUND TO PURCHASE THIS LAND AND WATER RIGHTS.

WHEREAS, the City is in need of additional water rights to the Rio Grande to meet the City's water requirements; and

WHEREAS, the City Council finds that the purchase and acquisition of this land and water rights is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City of Laredo City Council does hereby authorize the City Manager to sign the Farm and Ranch Contract, attached hereto as Exhibit A, between the City of Laredo and Annette Katz Cottingham, Sharon E. Katz, and Karol K. Fisherman in which the City is agreeing to purchase the land and water rights described above for a purchase price of $3,476,250.00; and further authorizing the City Manager to sign any and all documents on behalf of the City as may be necessary to close the purchase of land and water rights described above.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

_____
Pete Saenz, Mayor

ATTEST:

_____
Doanh "Zone" T. Nguyen
Acting City Secretary

APPROVED AS TO FORM:
Raul Casso, City Attorney

By:_____
Asst. City Attorney

RESOLUTION 2016-R--16

AUTHORIZING THE CITY MANAGER TO SIGN A FARM AND RANCH CONTRACT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE CITY OF LAREDO AND ANNETTE KATZ COTTINGHAM, SHARON E. KATZ, AND CAROL K. FISHERMAN IN WHICH THE CITY IS AGREEING TO PURCHASE 4 TRACTS OF 62.8932, 17.792, 194.3135, AND 652.0 ACRES IN STARR COUNTY, TEXAS, INCLUDING ALL WATER RIGHTS, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE RIGHT TO DIVERT AND USE 1287 ACRE FEET PER ANNUM OF CLASS A AND 1029.98 ACRE FEET PER ANNUM OF CLASS B IRRIGATION USE WATER RIGHTS TO THE RIO GRANDE RIVER FOR A PURCHASE PRICE OF $3,476,250.00; FUNDING IS AVAILABLE IN THE WATER AVAILABILITY FUND TO PURCHASE THIS LAND AND WATER RIGHTS.

WHEREAS, the City is in need of additional water rights to the Rio Grande to meet the City's water requirements; and

WHEREAS, the City Council finds that the purchase and acquisition of this land and water rights is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City of Laredo City Council does hereby authorize the City Manager to sign the Farm and Ranch Contract, attached hereto as Exhibit A, between the City of Laredo and Annette Katz Cottingham, Sharon E. Katz, and Karol K. Fisherman in which the City is agreeing to purchase the land and water rights described above for a purchase price of $3,476,250.00; and further authorizing the City Manager to sign any and all documents on behalf of the City as may be necessary to close the purchase of land and water rights described above.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

_____
Pete Saenz, Mayor

ATTEST:

_____
Doanh "Zone" T. Nguyen
Acting City Secretary

APPROVED AS TO FORM:
Raul Casso, City Attorney

By:_____
Asst. City Attorney

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Initiated By: Arturo Garcia, Acting CD Director

Staff Source: Arturo Garcia, Acting CD Director

SUBJECT

2016-R-17 Authorizing City Manager to submit an application and a Memorandum of Understanding as the lead applicant to the U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Agriculture for the 2016; 3rd and Final Round Competition to be designated as a Promise Zone. If selected, the designation would allow applicants to receive priority access to federal investments and technical assistance, but does not provide direct funding. The City will partner with the Laredo Community College, Laredo Development Foundation, Laredo Independent School District, South Texas Workforce Solutions, Texas A&M International University, the United Independent School District and the Laredo Housing Authority.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City intends to submit an application as lead agency for the 3rd and final round competition for designation as a Promise Zone. As part of the application requirements, the City will partner and enter into a Memorandum of Understanding with the Laredo Community College, Laredo Development Foundation, Laredo Independent School District, South Texas Workforce Solutions, Texas A&M International University, the United Independent School District and the Laredo Housing Authority. Promise Zones are high poverty communities where the federal government partners with local leaders to increase economic activity, improve educational opportunities, leverage private investment, reduce violent crime, enhance public health and address other priorities identified by the community. Through the Promise Zone designation, communities will work directly with federal, state and local agencies to give local leaders proven tools to improve the quality of life in some of the country's most vulnerable areas. The application is due in February 23, 2016 and will focus on goals such as: creating jobs, increasing economic activity, improving educational opportunities, reducing violent crime, increasing access to quality affordable housing and to promoting health and access to healthcare. The benefits of receiving Promise Zone designation include: 1) the

opportunity to engage five AmeriCorps VISTA members in the Promise Zone, 2) a federal liaison assigned to assist with navigating federal programs, 3) preferences for certain competitive federal programs and technical assistance from participating agencies and4)Promise Zone tax incentives, if enacted by Congress. If awarded, the Promise Zone Initiative does not provide direct federal funding to the City, as the Lead Organization, or its implementing partners.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

That this resolution be approved.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Resolution and MOU

RESOLUTION NO. 2016-R-17

Authorizing City Manager to submit an application and a Memorandum of Understanding as the lead applicant to the U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Agriculture for the 2016; 3rd and Final round competition to be designated as a Promise Zone. If selected, the designation would allow applicant to receive priority access to federal investments and technical assistance, but does not provide direct funding. The City will partner with the Laredo Community College, Laredo Development Foundation, Laredo Independent School District, South Texas Workforce Solutions, Texas A&M International University, the United Independent School District and the Laredo Housing Authority.

Whereas, the City will collaborate with entities such as the Laredo Community College, Laredo Development Foundation, Laredo Independent School District, South Texas Workforce Solutions, Texas A&M International University and the United Independent School District as well as City departments in order to complete all sections of the application and submit it by the due date of February 23, 2016.

Whereas, the benefits of the Promise Zone designation include: 1. Opportunity to engage five AmeriCorps VISTA members in the Promise Zone, 2. A federal liaison assigned to assist with navigating federal programs, 3. Preferences for certain competitive federal programs and technical assistance from participating agencies and 4. Promise Zone tax incentives, if enacted by Congress. If awarded, the Promise Zone Initiative does not provide direct federal funding to the City, as the Lead Organization, or its implementing partners.

Whereas, the goals of the application include: To create jobs, increase economic activity, improve educational opportunities, reduce violent crime, increase access to quality affordable housing and to promote health and access to healthcare.

Whereas, the City, as the lead applicant, agrees to enter into a Preliminary Memorandum of Understanding with all participating collaborators as part of the Promise Zone Initiative (Attached as Exhibit 1.)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

1. It authorizes the City Manager to execute all necessary documents to submit an application by February 23, 2016 to the U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Agriculture to be designated a Promise Zone under the third and final round competition.

2. It authorizes the City Manager to enter into a Preliminary Memorandum of Understanding, as the lead applicant, with all participating collaborators as part of the Promise Zone Initiative.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2016

_____
PETE SAENZ
Mayor

ATTEST:

_____
DOANH "ZONE" T. NGUYEN
Acting City Secretary

APPROVED AS TO FORM:

_____
RAUL CASSO
City Attorney

Exhibit 1

3rd ROUND PROMISE ZONE

PRELIMINARY MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is hereby entered into for the purpose of implementing a Promise Zone Initiative for comprehensive revitalization efforts in Laredo-Webb Promise Zone. This MOU represents a preliminary commitment. If the 2016 Promise Zone proposal is awarded a federal Promise Zone designation, each Party is expected to present the final MOU to its respective Governing Entity for final authorization and adoption of the MOU and a Promise Zone Plan within an expedient timeframe to meet federal requirements.

The goal and vision of the Promise Zone is to create a community that is a thriving, vibrant and economically viable asset to the people who live and work there, as well as for the rest of the city. The Promise Zone is an opportunity to build on existing work by aligning goals and strategies to address the ongoing challenges, the historic and current isolation, and the concentration of poverty in the Zone — all of which foster high unemployment rates and other acute inequities and racial disparities. Through implementation of the Promise Zone Plan, it will help to target efforts and resources to these distressed areas in our community with high unemployment rates, stunted economic growth, low educational attainment levels, high crime rates, substandard housing, and poor access to healthcare.

Purpose of MOU: The purpose of this Memorandum of Understanding is to set forth each Implementing Partner's understanding of its role in jointly implementing the Promise Zone Plan. The MOU, a preliminary and non-binding agreement, recognizes that the 2016 Promise Zone opportunity, if awarded, does not provide direct federal funding to the City, as a Lead Organization, or its Implementing Partners. Nevertheless, the Parties pledge to continue coordination efforts that contribute to shared values and goals for the community.

All Parties affirm that the proposed Promise Zone goal and vision align with each Implementing Partner's mission, particularly with respect to Laredo. The Promise Zone consists of: The City of Laredo and Implementing Partners which will consist of other public sector partners, non-profit sector partners, and institutions of primary, secondary, and higher education. All Implementing Partners signing below agree to support the Promise Zone goal and vision and the Promise Zone Plan by fully participating in implementation of services and in management/oversight of all services as needed to promote the collective Promise Zone goal and vision. Each Implementing Partner signing this MOU agrees to share information and data gathered in relation to the Promise Zone in accordance with pertinent public data sharing requirements. Each partner signing this MOU agrees to meet on quarterly basis and to provide feedback as needed on programming and contributing to the implementation of the Promise Zone Plan.

Term of Preliminary MOU: The term of this MOU will begin as of the date of the final signature by an Implementing Partner and continue until the later of the date of Promise Zone designation or the signature of all Parties to the final MOU.

Adhere to Federal Regulations: Each Party to this MOU agrees that it will be subject to and adhere to all applicable, federal regulations related to its role as an Implementing Partner in fulfilling Promise Zone requirements.

Role of Lead Organization: If awarded the designation, the City of Laredo will act as the Lead Organization for the Promise Zone. As Lead Organization, the City will administer and manage the overall plan. In accordance with the preliminary requirements set forth in the application guideline, the City will be responsible for the following functions:

1. Executing a Promise Zone designation agreement;
2. Organizing and coordinating activities pursuant to the plan proposed in the application;
3. Administering any funding or other benefits that the Promise Zone designation may confer in the future;
4. Tracking the Promise Zone outcomes;
5. Reporting progress to participating federal agencies; to enable effective collaboration among the local and federal partners;
6. Providing certification to other organizations applying for grants and other benefits that, if received, would help to advance the Promise Zone Plan;
7. Delegating activities to an Implementing Partners that the City, as Lead Organization, may be unable to directly perform;
8. Replacing Implementing Partners and other partner organizations in the event that such partners are not able to fulfill their responsibilities;

Role of Implementation Partners: The Implementation Partners, through their signatures below, agree to fulfill the specific responsibilities needed to carry out the daily work and operations of the Promise Zone Plan. As an Implementation Partner, the organizations below commit to the following:

1. To participate in the Coordinating Committee's meetings and resident engagement activities;

2. To participate in their respective policy-area committees, as established based upon their core competencies;

3. To share relevant evidence-based and place-based data and information that promotes the goals and objectives of the Promise Zone Plan;

4. To work for coordination, research, advocacy, resource development, data collection, and resident engagement in the proposed activities and solutions;

5. To commit staff and leadership time as needed for implementation of the Promise Zone Plan.

Endorsing Signatures of Lead Organization and Implementation Partners:

1. Lead Organization: City of Laredo

Name: Jesus M. Olivares

Title: City Manager

Signature: _____ Date: _____

2. Implementation Partner: Laredo Development Foundation

Name: Bill Green

Title: Board President

Signature: _____ Date: _____

3. Implementation Partner: Laredo Community College

Name: Dr. Juan Maldonado

Title: President

Signature: _____ Date: _____

4. Implementation Partner: Laredo Independent School District

Name: Dr. A. Marcus Nelson

Title: Superintendent

Signature: _____ Date: _____

5. Implementation Partner: South Texas Workforce Solutions

Name: Rogelio Treviño

Title: Executive Director

Signature: _____ Date: _____

6. Implementation Partner: Texas A&M International University

Name: Dr. Pablo Arenaz

Title: Provost and Vice President for Academic Affairs

Signature: _____ Date: _____

7. Implementation Partner: United Independent School District

Name: Roberto J. Santos

Title: Superintendent

Signature: _____ Date: _____

8. Implementation Partner: Laredo Housing Authority

Name: Melissa Ortiz

Title: Acting Executive Director

Signature: _____ Date: _____

Resolutions **16.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Arturo Garcia

SUBJECT

2016-R-18 Authorizing the City Manager to purchase the surface estate of the property known as the Canseco House, located at 1415 Chihuahua Street and legally described as Lots 1 thru 6, Block 792, Eastern Division, City of Laredo, from the Beckelhymer family for the negotiated price of $450,000 and a $90,000 credit as a charitable donation due to the acknowledgement of the negotiated property value being $540,000, and further authorizing the City Manager to execute all purchase and conveyance documents for this transaction.

PREVIOUS COUNCIL ACTION

The acquisition of this property was discussed in executive session on December 7, 2015.

BACKGROUND

The Beckelhymer family has offered the City of Laredo the purchase of a family property located at 1415 Chihuahua, known as the Canseco house and legally described as Lots 1 thru 6, Block 792, Eastern Division in the City of Laredo. Staff has negotiated a purchase price of $450,000 and the acknowledgement of a $90,000 credit as a charitable contribution to the city due to the appraised value of the property being $540,000. This property will serve as a future site to showcase museum/historical artifacts and for other municipal uses after building conservation efforts are completed.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds are available in account no. 464-9854-535-9606, 2009 C.O. Issue.

Attachments

Purchase resolution
property survey

RESOLUTION NO. 2016-R-18

AUTHORIZING THE CITY MANAGER TO PURCHASE THE SURFACE ESTATE OF THE PROPERTY KNOWN AS THE CANSECO HOUSE, LOCATED AT 1415 CHIHUAHUA STREET AND LEGALLY DESCRIBED AS LOTS 1 THRU 6, BLOCK 792, EASTERN DIVISION, CITY OF LAREDO, FROM THE BECKELHYMER FAMILY FOR THE NEGOTIATED PRICE OF $450,000 AND A $90,000 CREDIT AS A CHARITABLE DONATION DUE TO THE ACKNOWLEDGEMENT OF THE NEGOTIATED PROPERTY VALUE BEING $540,000, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PURCHASE AND CONVEYANCE DOCUMENTS FOR THIS TRANSACTION.

WHEREAS, the City of Laredo seeks to provide new venues for museum and artifact displays for the pubic to enjoy, and

WHEREAS, the Beckelhymer family has agreed to convey through purchase, the property known as the Canseco house, legally described as Lots 1 thru 6, Block 792, Eastern Division of the City of Laredo, and

WHEREAS**,** the City has agreed to the negotiated purchase price of $450,000 with a $90,000 credit as a charitable contribution due to the acknowledgement of the negotiated property value being $540,000, and

WHEREAS**,** the City Council finds that it is in the public's interest to purchase this said property for municipal use and authorizes the purchase and execution of all conveyance documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

A. It hereby authorizes the purchase of the surface estate of the property known as the Canseco house, located at 1415 Chihuahua Street and legally described as Lots 1 thru 6, Block 792, Eastern Division of the City of Laredo, from the Beckelhymer family for the negotiated purchase price of $450,000 with $90,000 credit as a charitable donation due to the acknowledgement of the negotiated property value being $540,000.

B. It further authorizes the City Manager to execute all purchase and conveyance documents.

C. This Resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____DAY OF _____, 2016

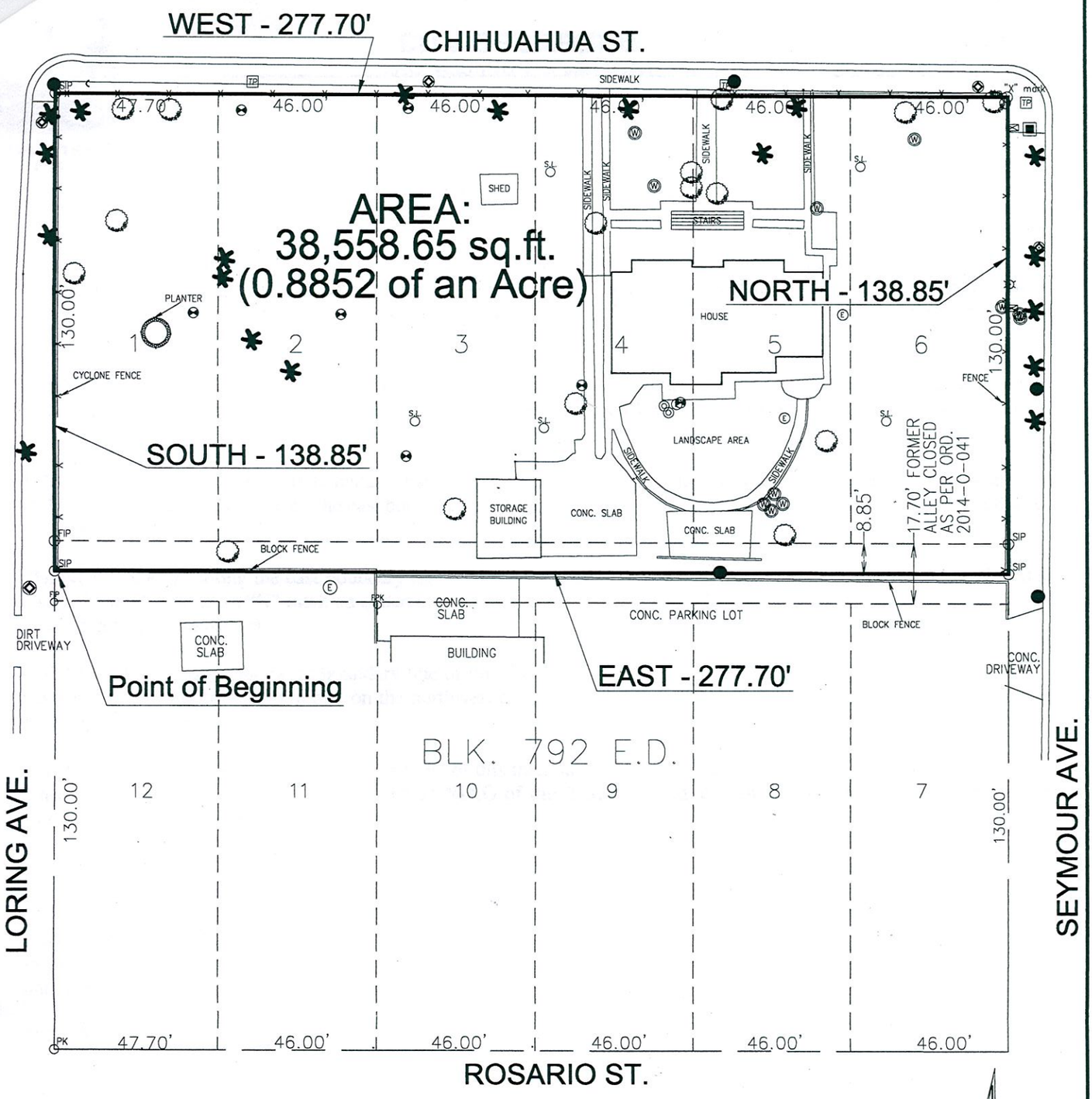
_____
PETE SAENZ
MAYOR

ATTEST:

_____
DOANH T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO IV
CITY ATTORNEY



Basis for Bearings:

The bearings for this survey were based by taking the west right-of-way line of Seymour Ave as true north.

References Monuments:

PKNail on southwest corner of Lot 12, Block 792, E.D.
Iron Pin on southwest corner of Lot 1, Block 792, E.D.

LEGEND :

- SIP SET IRON PIN
- FIP FOUND IRON PIN
- PK PK NAIL
- PALM TREE
- TREE
- SL SEC. LIGHT
- POWER POLE
- E ELEC. METER
- W WATER METER
- WATER VALVE
- CLEANOUT
- TRAFFIC SIGN
- TP TEL. PEDESTAL
- TRAFFIC LIGHT
- ELEC. BOX

N

SCALE : 1" = 40'

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby state that the foregoing is true and correct and was prepared from an actual survey on the ground and from record information made under my supervision this 26th. day of January 2016.

Rogelio Rivera P.E.
Texas R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. LAREDO, TX. 78040

SURVEY
of

A 38,558.65 sq.ft. (0.8852 of an Acre) Tract of Land, Being Lots No. 1 thru 6, Block No. 792, and the north half of the 17.7' wide former alley, in the Eastern Division, City of Laredo, Webb County, Texas.

	BY :	DATE :
DRAWN :	C. Chapa	01-29-16
CHECKED :	R. Rivera, P.E.	01-29-16

UNIT 1 01-25-16
C:/Civil 3D 2015 Projects/Surveys2015/chih seym loring alley 5

Resolutions **17.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Initiated By: Cynthia Collazo

Staff Source: Arturo Garcia

SUBJECT

2016-R-19 Accepting the conveyance from the Institute of Daughters, of Mary Help of Christians Salesian Sisters, of a strip of land being a 10' wide drainage easement containing 0.04 acres (1,527 square feet), more or less, said strip being out of lot 7, block 1, Del Mar Hills Subdivision, Section 1, area "B", as per amended plat recorded in Volume 2, page 178, plat records of Webb County, Texas, to alleviate flooding concerns in the area said 0.04 acre tract being more particularly described by metes and bounds and a survey here to attach as Exhibits "A, & B".

PREVIOUS COUNCIL ACTION

None

BACKGROUND

In previous years residents in the Del Mar Hills vicinity have expressed concerns over flooding issues in the area. The City is recommending a 10' wide drainage easement to help alleviate flooding problems.
The City will be able to move forward in resolving the flooding issues, thanks to the generous donation of a strip of land, from The Institute of Daughters of Mary Help of Christians, Salesian Sisters of St. John Bosco.
In order to proceed with the drainage easement, it is in the best interest of the City to accept the conveyance of the above referenced drainage easement, as described in the Exhibit "A & B".

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of Resolution

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

drainage

HOWLAND
ENGINEERING AND SURVEYING CO.

EXHIBIT "A"
10' WIDE CITY OF LAREDO DRAINAGE EASEMENT
LEGAL DESCRIPTION

A STRIP OF LAND BEING A 10' WIDE UTILITY AND ACCESS EASEMENT CONTAINING 0.04 ACRES (1,527 SQUARE FEET), more or less, said strip being out of Lot 7, Block 1, Del Mar Hills Subdivision, Section 1, Area "B", as per amended plat recorded in Volume 2, Page 178, Plat Records of Webb County, Texas, said Lot granted to the Institute of Daughters of Mary Help of Christians Salesian Sisters by deed dated August 27, 1962 and recorded in Volume 300, Pages 516-518, Deed Records of Webb County, Texas, this 0.04 acre strip of land more particularly described as follows:

COMMENCING at an iron rod found being the northwest corner of said Lot 7, **THENCE** N67°47'00"E along the northerly line of Lot 7, a distance of 94.68' to a point being the northwest corner of a 20' wide right-of-way and easement for roadway purposes as per deed dated December 10, 1965 and recorded in Volume 329, Pages 143-145, Deed Records of Webb County Texas, said point being the **POINT OF BEGINNING** and the northeast corner of this 0.04 acre tract;

THENCE, S42°58'44"E, along the westerly line with said 20' wide roadway easement, a distance of **149.16 FEET** to a point being the southwest corner of said 20' easement and being a point on the right-of-way line of a cul-de-sac for Candlewood Road, said point being the southeast corner hereof;

THENCE, along the right-of-way line of Candlewood Road being along the arc of a curve to the left a distance of **10.62 FEET** to a point, said curve having a radial bearing of S58°24'47"E, a radius of 75.00' and a chord bearing and distance of S27°31'54"W-10.61', said point being the southwest corner hereof;

THENCE N42°58'44"W, parallel and 10.00' from the westerly line of aforementioned 20' wide roadway easement, a distance of **156.49 FEET** to a point on the northerly line of said Lot 7 for the northwest corner hereof;

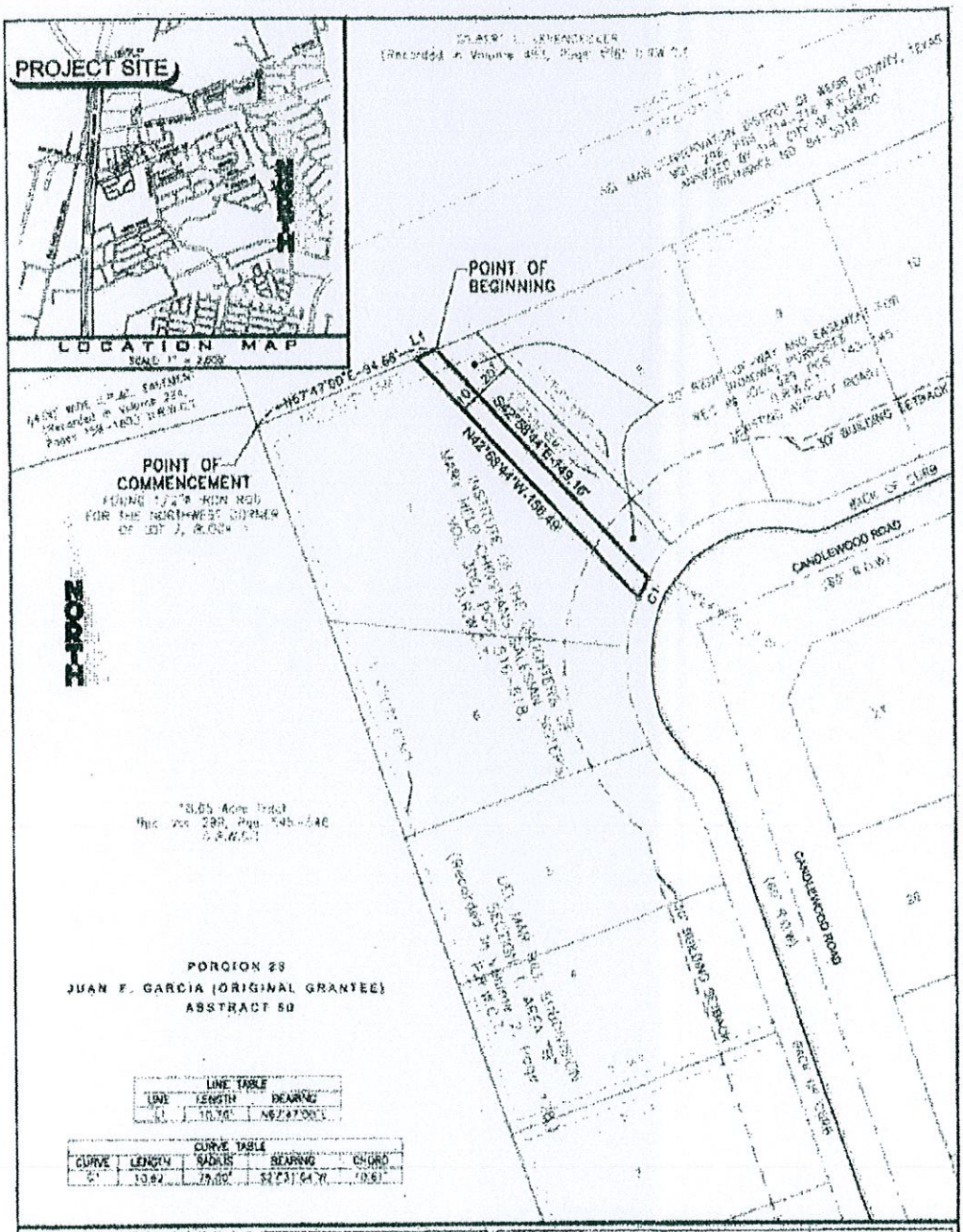
THENCE, N67°47'00"E, along the northerly line of said Lot 7, a distance of **10.70 FEET** to the **POINT OF BEGINNING** of this 0.04 acres, more or less, tract.

BASIS OF BEARINGS: north line of Del Mar Hills Subdivision, Section 1, Area "B" Recorded in Volume 2, Page 178, Plat Records of Webb County, Texas.

STATE OF TEXAS
REGISTERED
RICARDO M. VILLARREAL
6242
PROFESSIONAL
LAND SURVEYOR

Ricardo M. Villarreal
10/29/15

SHEET 2 OF 2



NOTE: BASIS OF BEARING:

NORTH LINE OF DEL MAR HILLS SUBDIVISION, SECTION 1, AREA "B" RECORDED IN VOLUME 2, PAGE 178, PLAT RECORDS OF WEBB COUNTY, TEXAS.

THIS STRIP OF LAND IS IN ZONE X AS PER FLOOD INSURANCE RATE MAP NUMBER 480651 1205 C WITH EFFECTIVE DATE OF APRIL 2, 2008. ZONE X = AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (THIS STRIP OF LAND IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOODPLAIN).

MARY HELP OF CHRISTIANS SCHOOL

10' WIDE CITY OF LAREDO DRAINAGE EASEMENT

EXHIBIT "B"

STATE OF TEXAS
REGISTERED
RICARDO M. VILLARREAL
6242
PROFESSIONAL
LAND SURVEYOR

10/28/15

DRAWN BY: J.C.R.
JOB No.
FILE NAME: MARY HELP OF CHRISTIAN
SCALE: 1"=60'
SHEET 1 OF 1

HOWLAND
ENGINEERING AND SURVEYING CO.
www.howlandcompanies.com

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Jose Luis Flores

SUBJECT

Consideration to approve Two (2) One (1) year consecutive options to Lockwood, Andrews & Newnam, Inc., (LAN) Dallas, Texas, for Airport Engineering Services as provided in the Consultant Contract Agreement. LAN's original term was for three (3) primary years plus two (2) consecutive one (1) year options to extend the term for satisfactory performance.

PREVIOUS COUNCIL ACTION

City Council approved motion to award the Engineering Services contract to LAN dated May 20, 2013.

BACKGROUND

On May 20, 2013 City Council approved a motion to award engineering design services to Lockwood, Andrews, & Newnam (LAN), Inc., San Antonio, Texas for design, preparation of plans and specifications and authorization to negotiate a professional services contract. Subject to consultants performance the term of the contract was for three (3) years plus two (2) consecutive one (1) year options.

LAN has performed excellent work and successfully completed seven (7) FAA funded projects on time and under budget.

LAN is well respected by the Federal Aviation Administration (FAA).

Airport staff recommends exercising the two (2) one (1) year options for this contract. The projects include but are not limited to rehabilitate general aviation/cargo apron, remove Runway 14/32, remove and add taxiways, extend Runway 17L/35R, environmental assessments, design and install navaids and any other airport/aviation related project.

COMMITTEE RECOMMENDATION

The Airport Advisory Board will consider this item on February 09, 2016.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact until such time as a contract is awarded by City Council.

Motions **19.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Jose Luis Flores

SUBJECT
Authorizing the City Manager to execute all documents to acquire approximately 18.33 acres, more or less, from the Alexander Trust for Two Million Three Hundred Thousand Dollars ($2,300,000.00, the subject property is needed for future Runway Protection Zone (RPZ). Funding is available in the Airport Construction Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Tract of land will be utilized as RPZ for the proposed future extension of Runway 17L/35R.
Acquiring the Runway Protection Zone (RPZ) will show the Federal Aviation Administration (FAA) that the City of Laredo has skin in the future Runway Extension Project. This will enhance the City's ability to secure FAA Grants for the runway extension.

This project is eligible for 90% reimbursement by the Federal Aviation Administration.

COMMITTEE RECOMMENDATION
On January 12, 2016 the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	
Source of Funds:	Airport Operations
Account #:	

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Land	Account Number: 433-3674-585.91-01	$2,300,000

Attachments

Letter-Counter Proposal

CITY OF LAREDO

Office of the City Manager

COPY

February 02, 2016

Mr. David H. Arredondo
D & J Alexander Management, L.P.
1302 Calle Del Norte Suite 1
Laredo, Texas 78041

Re: Acquire an approximate 18.33-acre tract for future Runway Protection Zone

Dear Mr. Arredondo:

The purpose of the reference project is to acquire an approximate 18.33 tract of land to secure additional Runway Protection Zone for the proposed future extension of Runway 17L, and it will encompass the area north of the Airport which is partially located within your property as depicted in the attached aerial map.

Information obtained from the Webb County Appraisal District records indicate the Alexander Trust is the owner of record of the tract recognized and legally described as: A tract of land containing 18.33-acres, more or less, being out of a 978-acre tract, conveyed to Alexander Residential Development, L.P., Recorded in Volume 857, pages 66-68 Deed Records Webb County, Texas, situated in Porcion 26, Abstract 282, Agustin Sanchez, Original Grantee, Webb County Texas, Depicted by Survey and described by Metes and Bounds attached as Exhibit "A" to the Transmittal Letter herein.

The City of Laredo accepts your counter proposal of Two Million Three Hundred Thousand Dollars ($2,300,000.00) for the subject tract of land.

The City of Laredo would like to proceed to closing at your earliest convenience.

If you have any questions, please contact myself or Jose L. Flores, Airport Manager, by calling (956)795-2000.

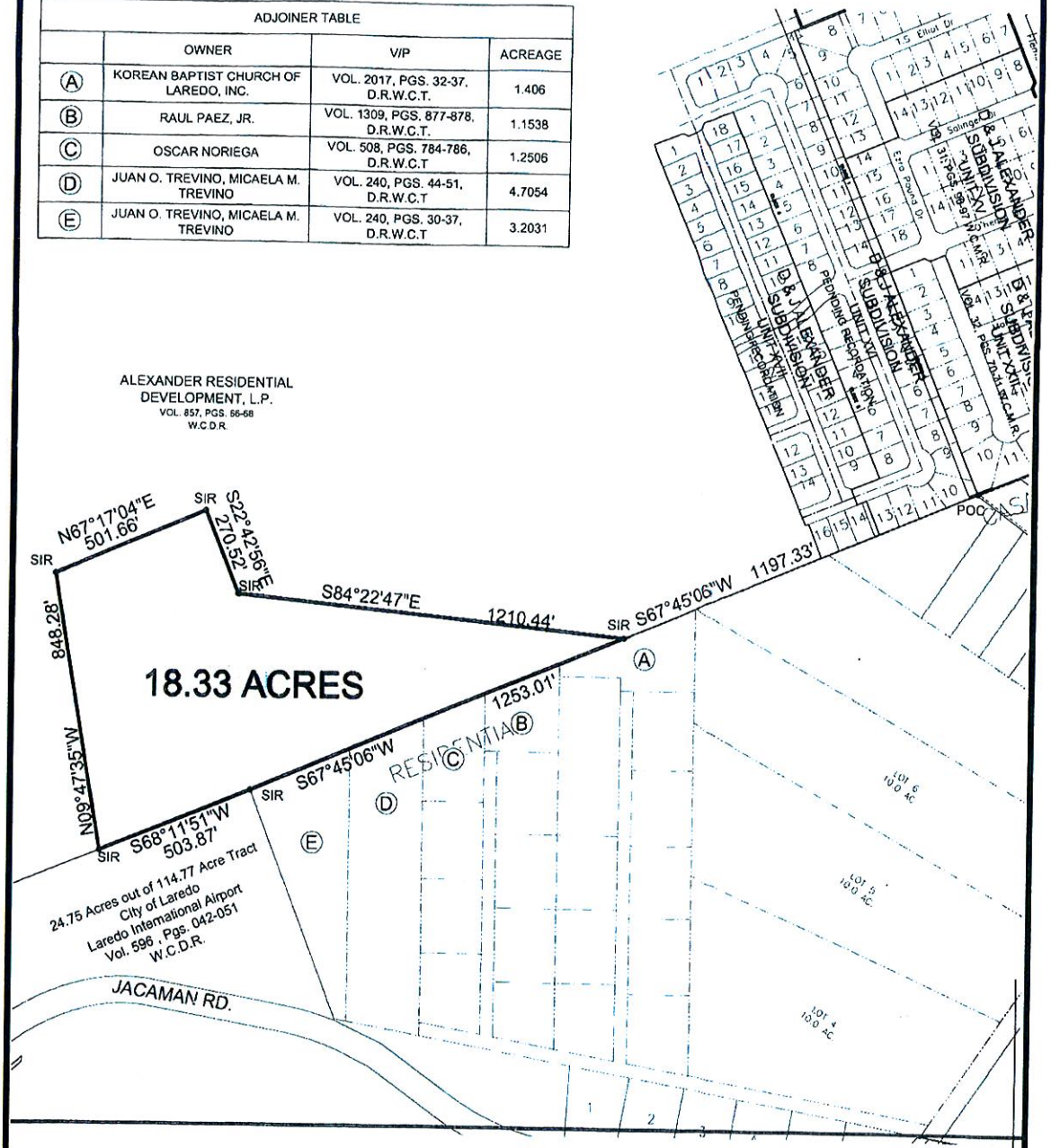
Sincerely,

Jesus M. Olivares
City Manager

1110 Houston St. P.O. Box 579 Laredo, TX 78042-0579 Tel. (956) 731-7302 Fax (956) 791-7498

Exhibit "A"

ADJOINER TABLE			
	OWNER	V/P	ACREAGE
Ⓐ	KOREAN BAPTIST CHURCH OF LAREDO, INC.	VOL. 2017, PGS. 32-37, D.R.W.C.T.	1.406
Ⓑ	RAUL PAEZ, JR.	VOL. 1309, PGS. 877-878, D.R.W.C.T.	1.1538
Ⓒ	OSCAR NORIEGA	VOL. 508, PGS. 784-786, D.R.W.C.T	1.2506
Ⓓ	JUAN O. TREVINO, MICAELA M. TREVINO	VOL. 240, PGS. 44-51, D.R.W.C.T	4.7054
Ⓔ	JUAN O. TREVINO, MICAELA M. TREVINO	VOL. 240, PGS. 30-37, D.R.W.C.T	3.2031



NOTE:
PROPERTY DOES NOT APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER FEMA MAP 48479C1205C.
EFFECTIVE DATE: APRIL 2, 2008
LOMAR CASE NO: 08-06-2370P EFFECTIVE DATE: JANUARY 28, 2009

LEGEND			
	PROPERTY LINE	○ SIR	SET IRON ROD
	RD CENTERLINE	○ FIR	FOUND IRON ROD
	EASEMENT	○ FC	FENCE CORNER
	BLDG. SETBACK	○ PK	PK NAIL FOUND
	BLDG. STRUCT.	○ MAG	MAG NAIL FOUND
	LOT LINE	○ RR	RR SPIKE FOUND

N
W E
S

BASIS OF BEARING
A FOUND 1/2" IRON ROD, A POINT OF CURVATURE (PC) ON THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) RECORDED IN VOLUME 160, PAGE 134, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, THE EASTERLY LINE OF RADCLIFFE & SUE SPIVEY KILLAM, RECORDED IN VOLUME 1349, PAGES 790-793, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS AND A FOUND 1/2" IRON ROD, A POINT OF TANGENCY (PT) ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOB BULLOCK LOOP (LOOP 20), THE EASTERLY LINE OF ORALIA C. GARZA, 71.0 ACRES, RECORDED IN VOLUME 1487, PAGES 784-787, DEED RECORDS WEBB COUNTY TEXAS

RECORDED CALLED: N 02° 45' 16 W - 3738.81'
FIELD MEASURED: N 02° 45' 16 W - 3738.94'

(CALLS IN PARENTHESIS TO/FROM RECORDED PLAT CORNERS)

STATE OF TEXAS
REGISTERED
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF SURVEYOR
I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ, R.P.L.S. No. 5839 — DATE 6-12-15

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

ENGINEERING REGISTRATION No. F 8019 SURVEY REGISTRATION No. 100097-00

LEGAL DESCRIPTION

18.33 ACRES TRACT OF LAND OUT OF ALEXANDER RESIDENTIAL DEVELOPMENT CO. LLC,
978 ACRES AS PER DEED RECORDED IN VOL. 857, PGS. 66-68
W.C.D.R.

DRAWN BY:	R.G.C.	SCALE:	1"=400'
CHECKED BY:	R.G.C.	JOB #:	8553-15
APPROVED BY:	E.J.G.	FILE NAME:	8553-15 Alexander Subdivision (Airport Area)
FIELD DATE:	06.03.2015	SHEET:	1 OF 1

PREMIER ENGINEERING SURVEYING
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LAREDO, TEXAS 78041
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LEGAL DESRIPTION

18.33 ACRES

A TRACT OF LAND CONTAINING 18.33 ACRES OF LAND, MORE OR LESS, BEING OUT OF A 978-ACRE TRACT, CONVEYED TO ALEXANDER RESIDENTIAL DEVELOPMENT, L.P., RECORDED IN VOLUME 857, PAGES 66-68, DEED RECORDS, WEBB COUNTY, TEXAS, SITUATED IN PORCION 26, ABSTRACT 282, AGUSTIN SANCHEZ, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON BEING, THE SOUTHWEST CORNER OF LOT 10, BLOCK 2, D & J ALEXANDER SUBDIVISION UNIT XXII, RECORDED IN VOLUME 32, PAGES 70-71, WEBB COUNTY MAP RECORDS, THENCE S 67°45'06" W, WITH THE SOUTHEAST LINE OF SAID REMAINING PORTION OF 978 ACRE TRACT A DISTANCE OF 1197.33 FEET A SET ½" IRON ROD W/BLUE PLASTIC CAP, THE **POINT OF BEGINNING** (grid coordinates X= 674519.5655,Y= 17096217.8593)

THENCE CONTINUING WITH THE SOUTHEAST LINE OF SAID REMAINING PORTION OF 978 ACRE TRACT AND THE NORTHWEST LINES OF THE FOLLOWING TRACTS:

LOT 6, 1.406 ACRES, KOREAN BAPTIST CHURCH OF LAREDO, INC., VOL. 2017, PGS. 32-37, D.R.W.C.T.
1.1538 ACRES, RAUL PAEZ, JR., VOL. 1309, PGS. 877-878, D.R.W.C.T.
1.2506 ACRES, OSCAR NORIEGA, VOL. 508, PGS. 784-786, D.R.W.C.T.
4.7054 ACRES, JUAN O. TREVINO & MICAELA M. TREVINO, VOL. 240, PGS. 44-51, D.R.W.C.T.
3.2031 ACRES, JUAN O. TREVINO & MICAELA TREVINO, VOL. 240, PGS. 30-37, D.R.W.C.T.

S 67°45'06" W, AT 1,253.01 FEET TO A SET ½" IRON ROD W/BLUE PLASTIC CAP, THE NORTHWEST CORNER OF SAID 3.2031 ACRE TRACT, THE NORTHEAST CORNER OF A 24.75 ACRE TRACT OUT OF 114.77 ACRES CONVEYED TO THE CITY OF LAREDO LAREDO INTERNATIONAL AIRPORT, RECORDED IN VOLUME 596, PAGES 42-51, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, A DEFLECTION HEREOF;

THENCE S 68°11'51" W, CONTINUING WITH THE SOUTHEAST LINE OF SAID REMAINING PORTION OF 978 ACRES, THE NORTHWEST LINE OF SAID 24.75 ACRES, AT 503.87 FEET TO A SET ½" IRON ROD W/BLUE PLASTIC CAP THE SOUTHWEST CORNER HEREOF;

THENCE OVER AND ACROSS SAID REMAINING PORTION OF SAID 978 ACRES THE FOLLOWING CALLS;

N 09°47'35" W, AT 848.28 FEET TO A SET ½" IRON ROD W/BLUE PLASTIC CAP THE NORTHWEST CORNER HEREOF;

N 67°17'04" E, AT 501.66 FEET TO POINT A SET ½" IRON ROD W/BLUE PLASTIC CAP THE NORTHEAST CORNER HEREOF;

S 22°42'56" E, AT 270.52 FEET TO A SET ½" IRON ROD W/BLUE PLASTIC CAP AN INTERIOR CORNER HEREOF;

S 84°22'47" E, AT 1,210.44 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 18.33 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING:

A FOUND 1/2" IRON ROD, A POINT; OF CURVATURE (PC) ON THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) RECORDED IN VOLUME 160, PAGE 134, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, THE EASTERLY LINE OF RADCLIFFE & SUE SPIVEY KILLAM, RECORDED IN VOLUME 1349, PAGES 790-793, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS AND A FOUND 1/2" IRON ROD, A POINT; OF TANGENCY (PT) ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOB BULLOCK LOOP (LOOP 20), THE EASTERLY LINE OF ORALIA C. GARZA, 71.0 ACRES, RECORDED IN VOLUME 1487, PAGES 784-787, DEED RECORDS WEBB COUNTY TEXAS.

RECORDED CALLED: N 02° 46' 16 W - 3738.81'
FIELD MEASURED: N 02° 46' 16 W - 3738.94'
(CALLS IN PARENTHESIS TO/FROM RECORDED PLAT CORNERS)

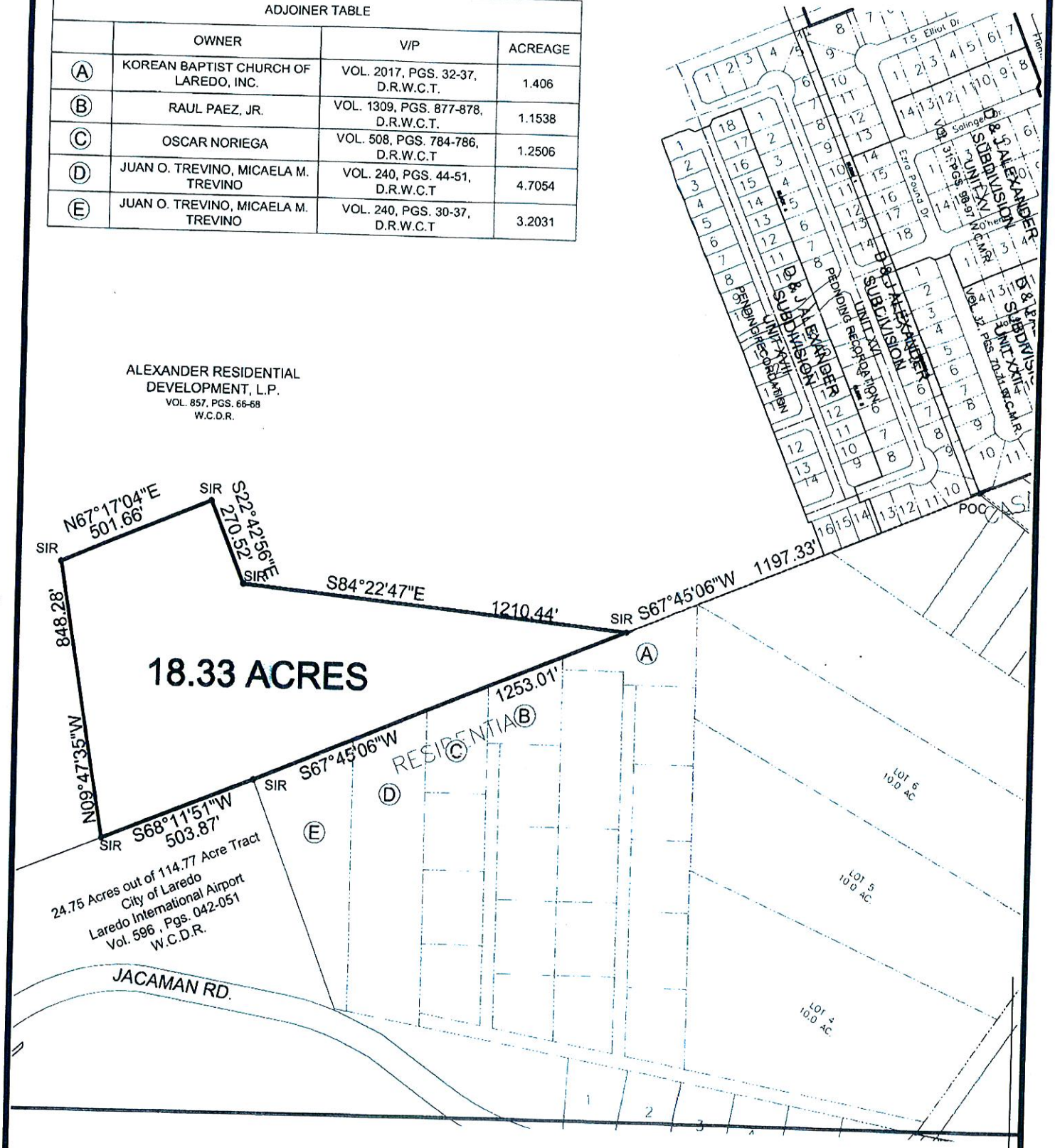
STATE OF TEXAS:

COUNTY OF WEBB:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ, R.P.L.S. NO. 5839 *DATE:* 6-12-15

ADJOINER TABLE			
	OWNER	V/P	ACREAGE
Ⓐ	KOREAN BAPTIST CHURCH OF LAREDO, INC.	VOL. 2017, PGS. 32-37, D.R.W.C.T.	1.406
Ⓑ	RAUL PAEZ, JR.	VOL. 1309, PGS. 877-878, D.R.W.C.T.	1.1538
Ⓒ	OSCAR NORIEGA	VOL. 508, PGS. 784-786, D.R.W.C.T	1.2506
Ⓓ	JUAN O. TREVINO, MICAELA M. TREVINO	VOL. 240, PGS. 44-51, D.R.W.C.T	4.7054
Ⓔ	JUAN O. TREVINO, MICAELA M. TREVINO	VOL. 240, PGS. 30-37, D.R.W.C.T	3.2031



NOTE:
PROPERTY DOES NOT APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER FEMA MAP 48479C1205C.
EFFECTIVE DATE: APRIL 2, 2008
LOMAR CASE NO: 08-06-2370P EFFECTIVE DATE: JANUARY 28, 2009

LEGEND			
	PROPERTY LINE	o SIR	SET IRON ROD
	RD CENTERLINE	o FIR	FOUND IRON ROD
	EASEMENT	o FC	FENCE CORNER
	BLDG. SETBACK	o PK	PK NAIL FOUND
	BLDG. STRUCT.	o MAG	MAG NAIL FOUND
	LOT LINE	o RR	RR SPIKE FOUND

BASIS OF BEARING
A FOUND 1/2" IRON ROD, A POINT OF CURVATURE (PC) ON THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) RECORDED IN VOLUME 160, PAGE 134 OFFICIAL PUBLIC RECORDS

LEGAL DESCRIPTION

18.33 ACRES TRACT OF LAND OUT OF ALEXANDER RESIDENTIAL DEVELOPMENT CO., L.C.

Motions **20.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Arturo Garcia, Acting CD Director

SUBJECT

Authorizing the award of 2015 HOME Investment Partnership Program (HOME), Community Housing Development Organization (CHDO) set-aside funds in the amount of $121,606.00 to Habitat for Humanity of Laredo, Inc., to assist in part with the construction of approximately five (5) homes in Los Obispos Subdivision; and further authorizing the City Manager to execute all documents in support of the same.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

In 2015, the City received a HOME Investment Partnership Program Entitlement of $810,705.00 through statutory requirements; the City is obligated to set aside 15% of the Program Year's funds for use by a CHDO(s).

A Community Development Housing Organization (CHDO) is a private, non-profit organization that engages in the development of affordable housing and meets the requirements as stipulated in the Home Investment Partnership Program (HOME) Rule. In order for a CHDO to receive HOME funds, a CHDO must act as a developer, sponsor, and/or owner of housing. Habitat for Humanity is a CHDO.

NeighborWorks Laredo and Habitat for Humanity of Laredo, Inc. submitted proposals. These proposals were reviewed and evaluated by a City Staff committee. Based on the scoring of the proposals, the recommendation was to award $121,606.00 to Habitat for Humanity of Laredo, Inc. to assist in part with the construction costs for approximately Five (5) homes in Los Obispos Subdivision. Habitat intends to use these funds for the purchase of building materials, for soft costs, for professional services, foundation site work, soil testing, and other related expenses. These funds will be utilized to construct decent, simple affordable housing for low-income families in our community.

COMMITTEE RECOMMENDATION

Staff committee recommends the 2015 CHDO funds be awarded to Habitat of Laredo.

STAFF RECOMMENDATION

That this Motion be passed.

Fiscal Impact	
Fiscal Year:	2015
Bugeted Y/N?:	y
Source of Funds:	HOME Grant
Account #:	217-6959-563-7530
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Motions **21.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Initiated By: John Porter

Staff Source: John Porter

SUBJECT

Authorizing the City Manager to execute an engineering services contract not to exceed $107,700.00, with LNV, Inc., of Laredo, Texas. The contract will provide for the design, preparation of plans and specifications, bidding and construction management for channel improvements of Zacate Creek from McPherson to Gale St. Funding is available in the Environmental Services 2012 C.O.

PREVIOUS COUNCIL ACTION

City Council selected LVN, Inc. for this project through motion on November 16, 2015.

BACKGROUND

The City of Laredo, Texas has aggressively pursued flood mitigation and improved drainage opportunities on Zacate Creek particularly in the area along Canal Street and in the North Zacate Creek near Gale Street. However, the section of creek downstream of Gale Street to McPherson has not been improved and suffers from erosion.
Scope of Services include, but not limited to:

- Survey, design, cost estimates, and preparation of plans and specifications and bid documents.
- Utility review and coordination.
- Prepare and submit any Army Corps of Engineers correspondence if needed.
- Utilize alternate materials such as fabric formed concrete or gabions.
- Manage and provide all construction oversight.
- Utilize previous surveys and hydraulic studies completed by the City to keep costs down.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Passage of the Motion.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Y
Source of Funds:	Bonds
Account #:	249-3893-545-93-01
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the 2013 Environmental C.O

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Steve E. Landin, Fire Chief, Miguel A. Pescador, Purchasing Agent

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SUBJECT
Consideration to award contract FY16-025 to the following vendors:

1. A To Z Tire, Amarillo, TX in an amount up to $ 20,000.00 and;
2. Southern Tire Mart, Columbia, MS in an amount up to $ 10,000.00

for providing tire replacement and tire repair services for the Fire Department. This contract establishes regular and after hour service call rates for tire repair and replacement services along with the purchase of new tires. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for five (5) additional one (1) year periods upon mutual agreement. Funding is available in the General Fund - Fire Department Divisions.

VENDOR INFORMATION FOR COMMITTEE AGENDA
None.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received three bids for awarding an annual service contract for tire repair and tire replacement services. All services and tires will be provided on an as needed basis. This contract establishes a fixed service rate for regular and after hour service call rates for tire repair services. Prices for tire repairs shall be performed at the contractor's facility and remote sites on tires owned by the City of Laredo. Although Tire Centers submitted low pricing for Section I the quality of tire submitted did not meet specifications. On Sections II & IV, Southern Tire Mart provides the quality of tire and mobile service required as per bid specifications. On Sections III, V, and VI, staff is recommending that they be awarded to the low bidder A to Z Tire.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the

prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. 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.

Summary

Vendor	Award
Southern Tire Mart	Section I: Tire Replacement
	Fire Engines & Ambulances
	Section II: Tire Replacement
	Cars & Trucks
	Section IV: Tire Repairs
	Fire Engines & Ambulances
A to Z Tires	Section III: Tire Replacement
	Trailers & Others
	Section V: Tire Repairs
	Cars & Trucks
	Section VI: Tire Repairs
	Trailers & Others

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124105223022
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124155223022
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124255223022
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124305223022
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124355223022
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes

Source of Funds:
Account #: 10124105232035
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124155232035
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124255232035
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124305232035
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10124355232035
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

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

Attachments

Bid Tab FY16-025

Contracts FY16-025

Bid Tabulation FY16-025
Tire Replacement Repair Services-Fire Dept.
January 14, 2016 @ 3:00 P.M.

Tire Replacement **Section I Fire Engines and Ambulances**	Qty	A to Z Tire**A Amarillo, TX	A to Z Tire**B Amarillo, TX	Tire Centers LLC Duncan, SC	Southern Tire Mart Marion, MS
Estimated Numbers of Service Calls during a 12 month period	75	Unit Price	Unit Price	Unit Price	Unit Price
Regular Service Call Rate (8am to 5pm)		$ 20.00	$ 20.00	$ 45.00	$ 30.00
After Hour Service Call Rate (5:01 pm to 7:59am)		$ 50.00	$ 50.00	$ 65.00	$ 65.00
Holiday/Weekend Service Call Rate		$ 50.00	$ 50.00	$ 75.00	$ 65.00
Front and Rear Tire Repairs (per tire) Tire Sizes & Cost of new tire					
11R 22.5 16PLY		$ 231.00	$ 197.00	$ 285.49	$ 279.00
12R22.5		$ 293.00	$ 220.00	$ 344.80	$ 349.00
14.00R20XL		$ 356.00	$ 356.00	$ 1,449.00	$ 1,449.00
175/80D13		$ 55.00	$ 55.00	$ 37.00	$ 58.00
225/70 R19.5 14PLY		$ 189.00	$ 129.00	$ 198.56	$ 201.00
245/70 R 19.5 14PLY		$ 205.00	$ 140.00	$ 209.08	$ 212.00
265/65/R18 LT		$ 140.00	$ 140.00	$ 90.75	$ 92.00
265/70 R18 LT		$ 155.00	$ 154.00	$ 132.04	$ 134.00
275/65 R18		$ 165.00	$ 112.00	$ 141.69	$ 118.00
275/70/R18		$ 167.00	$ 150.00	$ 140.86	$ 127.00
315/80 R22.5		$ 282.00	$ 233.00	$ 413.12	$ 473.00
315/80 22.5		$ 282.00	$ 233.00	$ 413.12	$ 418.00
385/65/R22.5		$ 330.00	$ 283.00	$ 422.40	$ 427.00
425/65 R22.5		$ 393.00	$ 340.00	$ 481.05	$ 486.00
P265/65R18		$ 140.00	$ 140.00	$ 90.75	$ 92.00
XZL 24 R21		$ 5,075.60	$ 5,075.60	$ 2,211.30	$ 2,211.00
Section I Total		$ 8,458.60	$ 7,957.60	$ 7,061.01	$ 7,126.00

Tire Replacement **Section II Cars & Trucks**	Qty	A to Z Tire**A Amarillo, TX	A to Z Tire**B Amarillo, TX	Tire Centers LLC Duncan, SC	Southern Tire Mart Marion, MS
Estimated Numbers of Service Calls during a 12 month period	75	Unit Price	Unit Price	Unit Price	Unit Price
Regular Service Call Rate (8am to 5pm)		$ 20.00	$ 20.00	$ 45.00	$ 30.00
After Hour Service Call Rate (5:01 pm to 7:59am)		$ 50.00	$ 50.00	$ 65.00	$ 65.00
Holiday/Weekend Service Call Rate		$ 50.00	$ 50.00	$ 75.00	$ 65.00
Front and Rear Tire Repairs (per tire) Tire Sizes & Cost of new tire					
225/65 R17		$ 105.00	$ 75.00	$ 82.77	$ 81.00
235/55 R17 (Standard)		$ 111.00	$ 73.00	$ 108.22	$ 90.00
235/70 R16 (Kumho or approved equal)		$ 95.00	$ 95.00	$ 100.34	$ 101.00
235/70 R16		$ 102.00	$ 76.00	$ 100.34	$ 101.00
245/75/R16		$ 103.00	$ 95.00	$ 107.11	$ 110.00
245/75/R17		$ 153.00	$ 114.00	$ 121.66	$ 119.00
255/70 R18		$ 150.00	$ 102.00	$ 114.49	$ 115.00
265/70 R15		$ 113.00	$ 113.00	$ 91.75	$ 109.00
265/70 R16		$ 114.00	$ 88.00	$ 111.55	$ 92.00
265/70 R17		$ 122.00	$ 94.00	$ 109.82	$ 132.00
265/75/R16		$ 104.00	$ 105.00	$ 123.24	$ 116.00
LT 225/70 R16		$ 89.00	$ 89.00	$ 73.33	$ 109.00
LT 225/75 R16		$ 124.00	$ 88.00	$ 108.53	$ 109.00
LT 245/75 R16		$ 130.00	$ 98.00	$ 107.11	$ 108.00

Bid Tabulation FY16-025
Tire Replacement Repair Services-Fire Dept.
January 14, 2016 @ 3:00 P.M.

LT 245/75 R17	$ 153.00	$ 114.00	$ 121.66	$ 119.00
P 235/70 R17	$ 129.00	$ 94.00	$ 98.92	$ 99.00
P 235/75 R16	$ 105.00	$ 105.00	$ 102.82	$ 103.00
P 245/70 R17	$ 117.00	$ 94.00	$ 100.35	$ 101.00
P 255/70 R18	$ 150.00	$ 102.00	$ 114.49	$ 115.00
P 265/65 R17	$ 135.00	$ 88.00	$ 108.06	$ 109.00
P 265/70 R17	$ 122.00	$ 91.00	$ 109.82	$ 92.00
Section II Total	$ 2,526.00	$ 1,993.00	$ 2,216.38	$ 2,230.00

Tire Replacement		**A to Z Tire**A Amarillo, TX**	**A to Z Tire**B Amarillo, TX**	**Tire Centers LLC Duncan, SC**	**Southern Tire Mart Marion, MS**
Section III Trailers & Other					
Estimated Numbers of Service Calls during a 12 month period	**300**	Unit Price	Unit Price	Unit Price	Unit Price
Regular Service Call Rate (8am to 5pm)		$ 20.00	$ 20.00	$ 45.00	$ 30.00
After Hour Service Call Rate (5:01 pm to 7:59am)		$ 50.00	$ 50.00	$ 65.00	$ 65.00
Holiday/Weekend Service Call Rate		$ 50.00	$ 50.00	$ 75.00	$ 65.00
Front and Rear Tire Repairs (per tire) Tire Sizes & Cost of new tire					
7.00/15ST (River Containment Trailer)		$ 70.00	$ 70.00	$ 74.00	$ 67.50
DS2100 225/75 R15 (Rescue Trailer)		$ 71.00	$ 71.00	$ 70.00	$ 76.25
F78-14 (Aluminum Boat)		$ 57.00	$ 57.00	$ 55.00	$ 62.81
4.80-12 (Boat 139)		$ 42.00	$ 42.00	$ 25.00	$ 34.06
ST 225/75 R15 (Cascade Trailer)		$ 89.00	$ 59.00	$ 70.00	$ 76.25
205/75 R15 (Fire Prevention Trailer)		$ 62.00	$ 54.00	$ 56.00	$ 64.69
225/75 R15 (Rescue Trailer)		$ 69.00	$ 59.00	$ 70.00	$ 76.88
Section III Total		$ 460.00	$ 412.00	$ 420.00	$ 458.44

Tire Repair		**A to Z Tire**A Amarillo, TX**	**A to Z Tire**B Amarillo, TX**	**Tire Centers LLC Duncan, SC**	**Southern Tire Mart Marion, MS**
Section IV Fire Engines and Ambulances	**Qty**				
Estimated Numbers of Service Calls during a 12 month period	**75**	Unit Price	Unit Price	Unit Price	Unit Price
Regular Service Call Rate (8am to 5pm)		$ 20.00	$ 20.00	$ -	$ 30.00
After Hour Service Call Rate (5:01 pm to 7:59am)		$ 50.00	$ 50.00	$ -	$ 65.00
Holiday/Weekend Service Call Rate		$ 50.00	$ 50.00	$ -	$ 65.00
Front and Rear Tire Repairs (per tire) Tire Sizes					
11R 22.5 16PLY		$ 20.00	$ 20.00	$ -	$ 25.00
12R22.5		$ 20.00	$ 20.00	$ -	$ 25.00
14.00R20XL		$ 30.00	$ 30.00	$ -	$ 65.00
175/80D13		$ 10.00	$ 10.00	$ -	$ 15.00
225/70 R19.5 14PLY		$ 10.00	$ 10.00	$ -	$ 15.00
245/70 R 19.5 14PLY		$ 10.00	$ 10.00	$ -	$ 15.00
265/65/R18 LT		$ 10.00	$ 10.00	$ -	$ 15.00
265/70 R18 LT		$ 10.00	$ 10.00	$ -	$ 15.00
275/65 R18		$ 10.00	$ 10.00	$ -	$ 15.00
275/70/R18		$ 10.00	$ 10.00	$ -	$ 15.00
315/38 R22.5		$ 20.00	$ 20.00	$ -	$ 25.00

Bid Tabulation FY16-025
Tire Replacement Repair Services-Fire Dept.
January 14, 2016 @ 3:00 P.M.

315/80 22.5	$ 20.00	$ 20.00	$ -	$ 25.00
385/65/R22.5	$ 30.00	$ 30.00	$ -	$ 25.00
425/65 R22.5	$ 30.00	$ 30.00	$ -	$ 25.00
P265/65R18	$ 10.00	$ 10.00	$ -	$ 15.00
XZL 24 R21	$ 40.00	$ 40.00	$ -	$ 65.00
Section IV Total	$ 290.00	$ 290.00	$ 240.00	$ 400.00

Tire Repair		**A to Z Tire**A Amarillo, TX**	**A to Z Tire**B Amarillo, TX**	**Tire Centers LLC Duncan, SC**	**Southern Tire Mart Marion, MS**
Section V Cars & Trucks					
Estimated Numbers of Service Calls during a 12 month period	**75**	Unit Price	Unit Price	Unit Price	Unit Price
Regular Service Call Rate (8am to 5pm)		$ 20.00	$ 20.00	$ 45.00	$ 30.00
After Hour Service Call Rate (5:01 pm to 7:59am)		$ 50.00	$ 50.00	$ 65.00	$ 65.00
Holiday/Weekend Service Call Rate		$ 50.00	$ 50.00	$ 75.00	$ 65.00
Front and Rear Tire Repairs (per tire) Tire Sizes					
225/65 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
235/55 R17 (Standard)		$ 10.00	$ 10.00	$ 15.00	$ 15.00
235/70 R16 (Kumho or approved equal)		$ 10.00	$ 10.00	$ 15.00	$ 15.00
235/70 R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
245/75/R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
245/75/R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
255/70 R18		$ 10.00	$ 10.00	$ 15.00	$ 15.00
265/70 R15		$ 10.00	$ 10.00	$ 15.00	$ 15.00
265/70 R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
265/70 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
265/75/R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
LT 225/70 R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
LT 225/75 R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
LT 245/75 R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
LT 245/75 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
P 235/70 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
P 235/75 R16		$ 10.00	$ 10.00	$ 15.00	$ 15.00
P 245/70 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
P 255/70 R18		$ 10.00	$ 10.00	$ 15.00	$ 15.00
P 265/65 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
P 265/70 R17		$ 10.00	$ 10.00	$ 15.00	$ 15.00
Section VTotal		$ 210.00	$ 210.00	$ 75.00	$ 315.00

Tire Repair		**A to Z Tire**A Amarillo, TX**	**A to Z Tire**B Amarillo, TX**	**Tire Centers LLC Duncan, SC**	**Southern Tire Mart Marion, MS**
Section VI Trailers & Other					
Estimated Numbers of Service Calls during a 12 month period	**75**	Unit Price	Unit Price	Unit Price	Unit Price
Regular Service Call Rate (8am to 5pm)		$ 20.00	$ 20.00	$ 45.00	$ 30.00
After Hour Service Call Rate (5:01 pm to 7:59am)		$ 50.00	$ 50.00	$ 65.00	$ 65.00

Bid Tabulation FY16-025
Tire Replacement Repair Services-Fire Dept.
January 14, 2016 @ 3:00 P.M.

Holiday/Weekend Service Call Rate		$	50.00	$	50.00	$	75.00	$	65.00
Front and Rear Tire Repairs (per tire) Tire Sizes									
7.00/15ST (River Containment Trailer)		$	10.00	$	10.00	$	15.00	$	15.00
DS2100 225/75 R15 (Rescue Trailer)		$	10.00	$	10.00	$	15.00	$	15.00
F78-14 (Aluminum Boat)		$	10.00	$	10.00	$	15.00	$	15.00
4.80-12 (Boat 139)		$	10.00	$	10.00	$	15.00	$	15.00
ST 225/75 R15 (Cascade Trailer)		$	10.00	$	10.00	$	15.00	$	15.00
205/75 R15 (Fire Prevention Trailer)		$	10.00	$	10.00	$	15.00	$	15.00
225/75 R15 (Rescue Trailer)		$	10.00	$	10.00	$	15.00	$	15.00
	Section VI Total	$	70.00	$	70.00	$	105.00	$	105.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPLACEMENT & REPAIR SERVICES
FIRE DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire replacement and tire repair services for the Fire 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire replacement and tire repair services for the Fire Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com Bids will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, THIS 10th DAY OF DECEMBER 2015.

Jeffany L. Franklin
Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Tire Replacement & Repair Services
Fire Department

14.0 Scope of Work

The City of Laredo - Fire Department is requesting bid pricing for tire replacement and tire repair services from a contractor with demonstrated experience in performing the above stated service.

Fire Department Point of Contact: David Martinez (956) 718-6027 or email: dmartinez@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, December 22, 2015 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

15.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to a primary and secondary vendor. This bid document contains 6 bid sections.

15.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

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

15.4 Bids not submitted on these forms will not be considered.

16.0 Contractors Duties (Tire Replacement with a new tire)

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fire Department, and remote sites. **A new tire will be provided by the vendor.**

16.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

16.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other replacement services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

16.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

17.0 Response time to call to work (Tire Replacement with a new tire)

17.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fire Department 24 hours per day, 7 days per week.

17.2 The Contractor must respond to an emergency call within one (1) hour.

17.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

18.0 Service Requirements (Tire Replacement with a new tire)
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for a new tire, tire replacement, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

18.1 The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

18.2 For services rendered, the Contractor must turn in to the Fire Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

18.3 Tire brands must be Goodyear, Michelin, or any other tire manufactured in the U.S. or approved equal.

19.0 Mobile Tire Replacement Services

19.1 The contractor shall perform tire replacement services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo Fire Department representative.

19.2 The mobile replacement truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

19.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

19.3.1 Emergency Mobile Tire Replacement:
The contractor shall perform mobile tire replacement services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

19.3.2 Mileage shall be included in the service call price.

19.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

19.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

19.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

19.3.3.3 Mileage will be included in the service call rate.

21.4 Tire replacement shall include (Sections 35.1, 35.2, and 35.3):

21.4.1 Removing tire from wheel (when mounted).

21.4.2 Installing new valve stem.

21.4.3 Remounting new tire onto wheel (as applicable).

21.4.4 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.5 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.6 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a new tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Duties (Tire Repair)

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fire Department, and remote sites.

23.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

23.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

23.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

24.0 Response time to call to work (Tire Repair)

24.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

24.2 The Contractor must respond to an emergency call within one (1) hour.

24.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

25.0 Service Requirements (Tire Repair)

Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

25.1 The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

25.2 For services rendered, the Contractor must turn in to the Fire Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

26.0 Mobile Tire Repair Services

26.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

26.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

26.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

26.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

26.3.2 Mileage shall be included in the service call price.

26.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

26.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

26.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

26.3.3.3 Mileage will be included in the service call rate.

26.4 Tire and Tube Repairs shall include (Sections 35.4, 35.5, and 35.6):

26.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

26.4.2 Cleaning and preparing tire casing.

26.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

26.4.4 Installing new valve stem.

26.4.5 Remounting tire onto wheel (as applicable).

26.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

26.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

26.4.8 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

27.0 Contractor Provided Tires and/or Tubes

27.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

27.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

27.1.2 Other unforeseen situations (to be determined as circumstances arise).

27.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fire department representative.

27.3 The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

_____

_____

_____

28.0 Contractors Hours of Operation

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

28.1 Location
The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

Address:_____

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

29.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

29.2 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.

30.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

31.0 Approved Equal Brand Tire

If you are considering utilizing tire brands not listed as approved, submit sufficient documentation with your bid package for the Fire Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

32.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

33.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract

34.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

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

35.0 Tab B Price Schedule

35.1 Section I (Tire Replacement) – Schedule for Fire Engines and Ambulances
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$**
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$**
Holiday/Weekend Service Call Rate	**$**
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
11R 22.5 **16PLY**	**$**
12R22.5	**$**
14.00R20XL	**$**
175/80D13	**$**
225/70 R19.5 **14PLY**	**$**
245/70 R 19.5 **14PLY**	**$**
265/65/R18 **LT**	**$**
265/70 R18 **LT**	**$**
275/65 R18	**$**
275/70/R18	**$**
315/**80** R22.5	**$**
315/80 22.5	**$**
385/65/R22.5	**$**
425/65 R22.5	**$**
P265/65R18	**$**
XZL 24 R21	**$**

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

35.2 Section II (Tire Replacement): Cars & Trucks.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$
After Hour Service Call Rate 5:01 PM to 7:59 AM	$
Holiday/Weekend Service Call Rate	$
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
225/65 R17	$
235/55 R17 **(Standard)**	$
235/70 R16 **(Kumho or approved equal)**	$
235/70 R16	$
245/75/R16	$
245/75/R17	$
255/70 R18	$
265/70 R15	$
265/70 R16	$
265/70 R17	$
265/75/R16	$
LT 225/70 R16	$
LT 225/75 R16	$
LT 245/75 R16	$
LT 245/75 R17	$
P 235/70 R17	$
P 235/75 R16	$
P 245/70 R17	$
P 255/70 R18	$
P 265/65 R17	$
P 265/70 R17	$

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

35.3 Section III (Tire Replacement): Trailers & Other.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$**
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$**
Holiday/Weekend Service Call Rate	**$**
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
7.00/15ST (River Containment Trailer)	**$**
DS2100 **225/75 R15 (Rescue Trailer)**	**$**
F78-14 (Aluminum Boat)	**$**
4.80-12 (Boat 139)	**$**
ST 225/75 R15 (Cascade Trailer)	**$**
205/75 R15 (Fire Prevention Trailer)	**$**
225/75 R15 (Rescue Trailer)	**$**

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

35.4 Section IV (Tire Repair) – Schedule for Fire Engines and Ambulances

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$**
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$**
Holiday/Weekend Service Call Rate	**$**
Front and Rear Tire Repair (per tire) Tire Sizes	
11R 22.5 **16PLY**	**$**
12R22.5	**$**
14.00R20XL	**$**
175/80D13	**$**
225/70 R19.5 **14PLY**	**$**
245/70 R 19.5 **14PLY**	**$**
265/65/R18 **LT**	**$**
265/70 R18 **LT**	**$**
265/70 R18	**$**
275/65 R18	**$**
275/70/R18	**$**
315/38 R22.5	**$**
315/80 22.5	**$**
385/65/R22.5	**$**
425/65 R22.5	**$**
P265/65R18	**$**
XZL 24 R21	**$**

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

35.5 Section V (Tire Repair): Cars & Trucks

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$**
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$**
Holiday/Weekend Service Call Rate	**$**
Front and Rear Tire Repair (per tire) Tire Sizes	
225/65 R17	**$**
235/55 R17	**$**
235/70 R16	**$**
235/70 R16	**$**
245/75/R16	**$**
245/75/R17	**$**
255/70 R18	**$**
265/70 R15	**$**
265/70 R16	**$**
265/70 R17	**$**
265/75/R16	**$**
LT 225/70 R16	**$**
LT 225/75 R16	**$**
LT 245/75 R16	**$**
LT 245/75 R17	**$**
P 235/70 R17	**$**
P 235/75 R16	**$**
P 245/70 R17	**$**
P 255/70 R18	**$**
P 265/65 R17	**$**
P 265/70 R17	**$**

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

35.6 Section VI (Tire Repair): Trailers & Other.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	**$**
After Hour Service Call Rate 5:01 PM to 7:59 AM	**$**
Holiday/Weekend Service Call Rate	**$**
Front and Rear Tire Repair (per tire) Tire Sizes	
7.00/15ST (River Containment Trailer)	**$**
DS2100 **225/75 R15 (Rescue Trailer)**	**$**
F78-14 (Aluminum Boat)	**$**
4.80-12 (Boat 139)	**$**
ST 225/75 R15 (Cascade Trailer)	**$**
205/75 R15 (Fire Prevention Trailer)	**$**
225/75 R15 (Rescue Trailer)	**$**

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

36.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

☐ 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.

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

3

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

_____
Name of Officer

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

37.0 Tab D **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 _____
(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_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

38.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

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

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: _____ **Title:** _____

Company Name or DBA: _____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

39.0 Tab F

ANNUAL SERVICE CONTRACT
TIRE REPLACEMENT & REPAIR SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and _____ (Company name), of the City of _____, County of _____, State of _____, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Tire Replacement & Repair Services" - FY16-025. The contractor shall provide tire replacement and repair services for the Fire Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY16-025 (Attachment A) and the bid submitted by _____ (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name:_____
Owner Name:_____
Address:_____
City, State, Zip Code:_____

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. **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.**

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this _____th **day of** _____ **2016.**

_____
Provider/Firm (Typed)

_____
Signature

_____
Signature (Typed)

Title: _____

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

_____
Telephone Number:

_____
Fax Number

ATTEST:

_____
Doanh "Zone" T. Nguyen
Acting City Secretary

CITY OF LAREDO, TEXAS

_____
Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

_____
Raul Casso, City Attorney

40.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

#2

BID TO BE SERVICED BY:
SOUTHERN TIRE MART, LLC
13501 REGIONAL @I-35
LAREDO, TX 78045
956-718-1050 PHONE

CITY OF LAREDO
PURCHASING DIVISION

ALEX PENA, MANAGER
APENA@STMTIRES.COM

LAREDO, TEXAS
1755

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

ORIGINAL

TIRE REPLACEMENT & REPAIR SERVICES
FIRE DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire replacement and tire repair services for the Fire 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire replacement and tire repair services for the Fire Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com **Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL. THIS 10th DAY OF DECEMBER 2015.

Tiffany L. Franklin
Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 **INSURANCE REQUIREMENTS (Not applicable for this contract)**

13.0 **CONTRACT REQUIREMENTS**

13.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Tire Replacement & Repair Services
Fire Department

14.0 Scope of Work

The City of Laredo - Fire Department is requesting bid pricing for tire replacement and tire repair services from a contractor with demonstrated experience in performing the above stated service.

Fire Department Point of Contact: David Martinez (956) 718-6027 or email: dmartinez@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, December 22, 2015 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

15.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to a primary and secondary vendor. This bid document contains 6 bid sections.

15.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

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

15.4 Bids not submitted on these forms will not be considered.

16.0 Contractors Duties (Tire Replacement with a new tire)

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fire Department, and remote sites. **A new tire will be provided by the vendor.**

16.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

16.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other replacement services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

16.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

17.0 Response time to call to work (Tire Replacement with a new tire)

17.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fire Department 24 hours per day, 7 days per week.

17.2 The Contractor must respond to an emergency call within one (1) hour.

17.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

18.0 Service Requirements (Tire Replacement with a new tire)
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for a new tire, tire replacement, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

18.1 The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

18.2 For services rendered, the Contractor must turn in to the Fire Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

18.3 Tire brands must be Goodyear, Michelin, or any other tire manufactured in the U.S. or approved equal.

19.0 Mobile Tire Replacement Services

19.1 The contractor shall perform tire replacement services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo Fire Department representative.

19.2 The mobile replacement truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

19.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

19.3.1 Emergency Mobile Tire Replacement:
The contractor shall perform mobile tire replacement services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

19.3.2 Mileage shall be included in the service call price.

19.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

19.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

19.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

19.3.3.3 Mileage will be included in the service call rate.

21.4 Tire replacement shall include (Sections 35.1, 35.2, and 35.3):

21.4.1 Removing tire from wheel (when mounted).

21.4.2 Installing new valve stem.

21.4.3 Remounting new tire onto wheel (as applicable).

21.4.4 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.5 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.6 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a new tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Duties (Tire Repair)
The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fire Department, and remote sites.

23.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

23.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

23.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

24.0 Response time to call to work (Tire Repair)

24.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

24.2 The Contractor must respond to an emergency call within one (1) hour.

24.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

25.0 Service Requirements (Tire Repair)
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

25.1 The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

25.2 For services rendered, the Contractor must turn in to the Fire Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

26.0 Mobile Tire Repair Services

26.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

26.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

26.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

26.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

26.3.2 Mileage shall be included in the service call price.

26.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

26.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

26.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

26.3.3.3 Mileage will be included in the service call rate.

26.4 Tire and Tube Repairs shall include (Sections 35.4, 35.5, and 35.6):

26.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

26.4.2 Cleaning and preparing tire casing.

26.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

26.4.4 Installing new valve stem.

26.4.5 Remounting tire onto wheel (as applicable).

26.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

26.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

26.4.8 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

27.0 Contractor Provided Tires and/or Tubes

27.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

27.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

27.1.2 Other unforeseen situations (to be determined as circumstances arise).

27.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fire department representative.

27.3 The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

OTR- Industrial/ Off the Road Service Truck

Fleet Inspection-Manage your fleet & project tire life

Rim & Wheel Reconditioning Machine

Tire & Wheel Balancing Machine

Commercial Truck Alignment Machine

28.0 Contractors Hours of Operation

Bidder's business hours: From: 8:00 a m. to 5:00 p.m.

Days of week: Monday-Friday

28.1 Location

The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

Address: 1350 Regional @ I-35, Laredo, TX 78045

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

29.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

29.2 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.

30.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

31.0 Approved Equal Brand Tire

If you are considering utilizing tire brands not listed as approved, submit sufficient documentation with your bid package for the Fire Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

32.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

33.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract

34.0 Tab A – **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Southern Tire Mart, LLC

Signature _____ Date 12/31/15
of person authorized to sign bid

Print Name Richard Conwill
of person authorized to sign bid

Title: Director of Government Sales

Business Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Telephone Number: 877-786-4681 Fax Number: 214-389-7111

Contact Person Email Address: rconwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 529 Industrial Park Road, Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: Limited Liability Company

If other state business status: _____

State how long under its present business name: 13 years

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

_____

_____

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

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

35.0 Tab B Price Schedule

35.1 Section I (Tire Replacement) – Schedule for Fire Engines and Ambulances
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 65.00
Holiday/Weekend Service Call Rate	$ 65.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
11R 22.5 **16PLY** Firestone FS561 #248307	$ 279.00
12R22.5 Firestone FS561 #248494	$ 349.00
14.00R20XL Bridgestone V-Steel #157376	$ 1,449.00
175/80D13 Deestone D901 #7275	$ 58.00
225/70 R19.5 **14PLY** Firestone FS560 Plus #227057	$ 201.00
245/70 R 19.5 **14PLY** Firestone FS560 Plus #169964	$ 212.00
265/65/R18 **LT** Firestone Destination LE2 #018004	$ 92.00
265/70 R18 **LT** Firestone Transfore HT #000011	$ 134.00
275/65 R18 Firestone Destination LE2 #136060	$ 118.00
275/70/R18 Firestone Transforce HT #250109	$ 127.00
315/**80** R22.5 Firestone FS400 #004168	$ 473.00
315/80 22.5 Firestone T819 #157147	$ 418.00
385/65/R22.5 Firestone T839 #294586	$ 427.00
425/65 R22.5 Firestone T839 #294594	$ 486.00
P265/65R18 Firestone Destination LE2 #018004	$ 92.00
XZL 24 R21 Bridgestone V-Steel #418951	$ 2,211.00

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff & Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

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

35.2 Section II (Tire Replacement): Cars & Trucks.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	75
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 65.00
Holiday/Weekend Service Call Rate	$ 65.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
225/65 R17 Firestone Precision Touring #140922	$ 81.00
235/55 R17 **(Standard)** Firestone Precision Touring #140803	$ 90.00
235/70 R16 **(Kumho or approved equal)** Firestone Destination LE2 #097759	$ 101.00
235/70 R16 Firestone Destination LE2 #097759	$ 101.00
245/75/R16 Firestone Destination LE2 #097657	$ 110.00
245/75/R17 Firestone Transforce HT #225425	$ 119.00
255/70 R18 Firestone Destination LE2 #097878	$ 115.00
265/70 R15 Firestone Dueler H/L Alenza Plus #001464	$ 109.00
265/70 R16 Firestone Destination LE2 #001738	$ 92.00
265/70 R17 Firestone Transforce HT #200156	$ 132.00
265/75/R16 Firestone Destination LE2 #097708	$ 116.00
LT 225/70 R16 Firestone Destination LE2 #001779	$ 109.00
LT 225/75 R16 Firestone Transforce HT #189752	$ 109.00
LT 245/75 R16 Firestone Transforce HT #189769	$ 108.00
LT 245/75 R17 Firestone Transforce HT #225425	$ 119.00
P 235/70 R17 Firestone Destination LE2 #097776	$ 99.00
P 235/75 R16 Firestone Destination LE2 #140378	$ 103.00
P 245/70 R17 Firestone Destination LE2 #097827	$ 101.00
P 255/70 R18 Firestone Destination LE2 #097878	$ 115.00
P 265/65 R17 Firestone Destination LE2 #098065	$ 109.00
P 265/70 R17 Firestone Destination LE2 #001737	$ 92.00

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff and Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

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

35.3 Section III (Tire Replacement): Trailers & Other.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal

Estimated Numbers of Service Calls during a 12 month period	75
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 65.00
Holiday/Weekend Service Call Rate	$ 65.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
7.00/15ST (River Containment Trailer) Zeemax #1505H0831	$67.50
DS2100 **225/75 R15 (Rescue Trailer)** Deestone #7281	$76.25
F78-14 (Aluminum Boat) Powerking #TWR36	$62.81
4.80-12 (Boat 139) Deestone #7266	$34.06
ST 225/75 R15 (Cascade Trailer) Deestone #7281	$76.25
205/75 R15 (Fire Prevention Trailer) Powerking #TWR49	$64.69
225/75 R15 (Rescue Trailer) Powerking #TWR53	$76.88

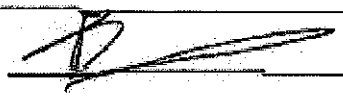
***********Bid Price Schedule Section III must be completely filled out in order to be considered***

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff and Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

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

35.4 Section IV (Tire Repair) – Schedule for Fire Engines and Ambulances

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 65.00
Holiday/Weekend Service Call Rate	$65.00
Front and Rear Tire Repair (per tire) Tire Sizes	
11R 22.5 **16PLY**	$ 25.00
12R22.5	$ 25.00
14.00R20XL	$ 65.00
175/80D13	$ 15.00
225/70 R19.5 **14PLY**	$ 15.00
245/70 R 19.5 **14PLY**	$ 15.00
265/65/R18 **LT**	$ 15.00
265/70 R18 **LT**	$ 15.00
265/70 R18	$ 15.00
275/65 R18	$ 15.00
275/70/R18	$ 15.00
315/38 R22.5	$ 25.00
315/80 22.5	$ 25.00
385/65/R22.5	$ 25.00
425/65 R22.5	$ 25.00
P265/65R18	$ 15.00
XZL 24 R21	$ 65.00

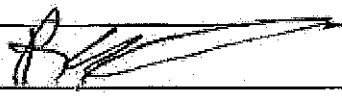
***********Bid Price Schedule Section IV must be completely filled out in order to be considered***

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff and Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

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

35.5 Section V (Tire Repair): Cars & Trucks

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$65.00
Holiday/Weekend Service Call Rate	$ 65.00
Front and Rear Tire Repair (per tire) Tire Sizes	
225/65 R17	$ 15.00
235/55 R17	$ 15.00
235/70 R16	$ 15.00
235/70 R16	$ 15.00
245/75/R16	$ 15.00
245/75/R17	$ 15.00
255/70 R18	$ 15.00
265/70 R15	$ 15.00
265/70 R16	$ 15.00
265/70 R17	$ 15.00
265/75/R16	$ 15.00
LT 225/70 R16	$ 15.00
LT 225/75 R16	$ 15.00
LT 245/75 R16	$ 15.00
LT 245/75 R17	$ 15.00
P 235/70 R17	$ 15.00
P 235/75 R16	$ 15.00
P 245/70 R17	$ 15.00
P 255/70 R18	$ 15.00
P 265/65 R17	$ 15.00
P 265/70 R17	$ 15.00

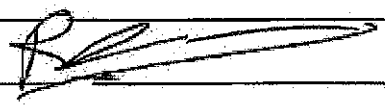
***********Bid Price Schedule Section V must be completely filled out in order to be considered***

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff and Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: 

Company Representative's Name: Richard Conwill

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

35.6 Section VI (Tire Repair): Trailers & Other.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 30.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 65.00
Holiday/Weekend Service Call Rate	$ 65.00
Front and Rear Tire Repair (per tire) Tire Sizes	
7.00/15ST (River Containment Trailer)	$ 15.00
DS2100 **225/75 R15 (Rescue Trailer)**	$ 15.00
F78-14 (Aluminum Boat)	$ 15.00
4.80-12 (Boat 139)	$ 15.00
ST 225/75 R15 (Cascade Trailer)	$ 15.00
205/75 R15 (Fire Prevention Trailer)	$ 15.00
225/75 R15 (Rescue Trailer)	$ 15.00

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff and Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

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

36.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

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

Richard Conwill — Name
Signature — Signature
1/8/16 — Date

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.

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

37.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

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

Being first duly sworn, deposes and says:

That he/she is an authorized signee for Southern Tire Mart, LLC
(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 8TH day of January 20 16.

STATE OF MISSISSIPPI TONYA SPRIGHTS ID No 63084 NOTARY PUBLIC Comm Expires June 23, 2017 MARION COUNTY

Notary Public

My commission expires:
6/23/17

38.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

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

***2. Contract Information.**

a) Contract or project name: FY16-025

b) Originating department: Purchasing

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

Southern Tire Mart, LLC

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Richard Conwill **Title:** Director of Government Sales

Company Name or DBA: Southern Tire Mart, LLC **Date:** 1/8/16

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

39.0 Tab F

ANNUAL SERVICE CONTRACT
TIRE REPLACEMENT & REPAIR SERVICES

STATE OF ~~TEXAS~~ § Mississippi

COUNTY OF ~~WEBB~~ § Marion

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Southern Tire Mart (Company name), of the City of Columbia, County of Marion, State of Mississippi, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Tire Replacement & Repair Services" - FY16-025. The contractor shall provide tire replacement and repair services for the Fire Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY16-025 (Attachment A) and the bid submitted by Southern Tire Mart, LLC (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this _____th day of _____ 2016.

Southern Tire Mart, LLC
Provider/Firm (Typed)

Signature

Richard Conwill
Signature (Typed)

Title: Director of Government Sales

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

877-786-4681
Telephone Number:

214-389-7111
Fax Number

ATTEST:

Doanh "Zone" T. Nguyen
Acting City Secretary

CITY OF LAREDO, TEXAS

Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

40.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

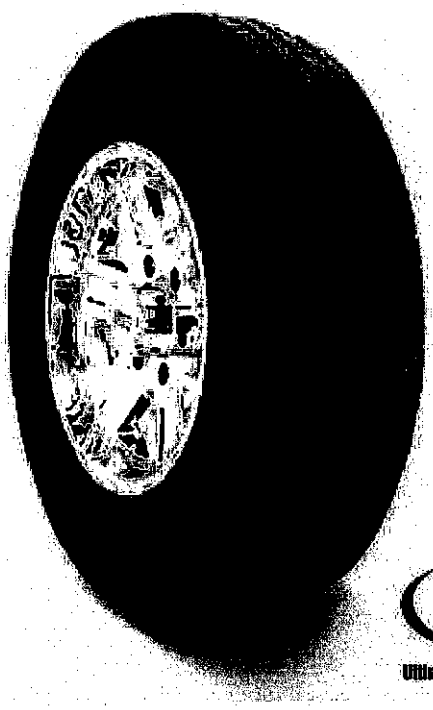
Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**



Transforce HT

- UNI-T technology for outstanding wet performance and a smooth, quiet ride.
- Advanced high-resilience tread compound helps slow wear and chip/tear resistance.
- Deep shoulder slots provide better traction in rain, snow and dry conditions.
- Circumferential grooves provide effective water evacuation.

Replaces: BF Goodrich: T/A All Season
Goodyear: Wrangler SR-A

uni-T
Ultimate Tire Technology

The Ultimate Network of Intelligent Tire Technology is a combination of advanced tire technologies that deliver outstanding comfort and control, precise handling, long wear, increased fuel efficiency, reduced noise, and a smooth, quiet ride.

TECHNICAL DATA

SW Style	Tire Size	Load Range	Service Description	Material Number	Wt. (lbs.)	Measuring Rim	Overall Diam.	Overall Width	Static Loaded Radius	Min. Dual Spac.	Revs Per Mile	Tread Depth (32')	Max. Tire Load (Single)		Max. Tire Load (Dual)	
													Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI
Transforce HT																
BL	LT235/75R15	C	104/101R	189-837	32	(6.5)6.0-7.0	28.9	9.3	13.4	10.8	723	15	900@350	1985@50	825@350	1820@50
BL	LT215/85R16	E	115/112R	189-701	35	(6.0)5.5-7.0	30.4	8.5	14.1	9.9	686	14	1215@550	2680@80	1120@550	2470@80
BL	LT235/85R16	E	120/116R	189-718	40	(6.5)6.0-7.5	31.7	9.3	14.7	10.8	657	14	1380@550	3042@80	1260@550	2778@80
BL	LT225/75R16	E	115/112R	189-752	35	(6.0)6.0-7.0	29.3	8.8	13.8	10.2	712	14	1215@550	2680@80	1120@550	2470@80
BL	LT245/75R16	E	120/116R	189-769	38	(6.5)6.5-8.0	30.5	9.8	14.1	11.3	684	14	1380@550	3042@80	1260@550	2778@80
OWL	LT265/75R16	E	123/120R	207-802	44	(7.5)7.0-8.0	31.7	10.5	14.7	12.2	659	15	1550@550	3415@80	1400@550	3085@80
BL	LT265/75R16	E	123/120R	189-786	44	(7.5)7.0-8.0	31.7	10.5	14.7	12.2	659	15	1550@550	3415@80	1400@550	3085@80
BL	9.50R16.5LT	E	121/117R	189-820	40	(6.75)6.8-8.2	30.6	9.5	14.2	10.7	682	15	1415@550	3195@80	1285@550	2835@80
BL	8.75R16.5LT	E	115/111R	189-803	35	(6.75)6.0-6.8	29.5	8.8	13.8	9.9	708	15	1215@550	2680@80	1090@550	2405@80
BL	LT235/80R17	E	120/117R	191-282	41	(6.5)6.0-7.5	31.8	9.3	14.8	10.8	656	14	1400@550	3085@80	1285@550	2835@80
BL	LT225/75R17	E	116/113R	224-133	37	(6.0)6.0-7.5	30.3	8.8	14.2	10.2	687	14	1250@550	2755@80	1150@550	2535@80
BL	LT245/75R17	E	121R	225-425	42	(7.0)6.5-7.5	31.5	9.8	14.7	11.3	661	14				
BL	LT245/75R17	E	121/118R	233-007	42	(7.0)6.5-7.5	31.5	9.8	14.7	11.3	661	13				
OWL	LT245/75R17	E	121/118R	207-483	42	(7.0)6.5-7.5	31.5	9.8	14.7	11.3	661	14	1450@550	395@80	1320@550	2910@80
BL	LT245/70R17	E	119/116R	232-990	41	(7.0)6.5-8.0	30.6	9.8	14.3	11.3	681	14				
BL	LT245/70R17	E	119/116R	191-316	41	(7.0)6.5-8.0	30.6	9.8	14.3	11.3	681	14	1360@550	3000@80	1250@550	2755@80
OWL	LT265/70R17	E	121/118R	200-156	46	(8.0)7.0-8.5	31.7	10.7	14.7	12.4	657	14	1450@550	3195@80	1320@550	2910@80
OWL	LT275/70R18	E	125/122R	207-500	50	(8.0)7.0-8.5	33.2	11	15.5	12.8	627	16	1650@550	3640@80	1500@550	3305@80
OWL	LT275/65R18	E	123/120S	207-619	50	(8.0)7.5-9.0	32.1	11	15	12.8	651	17	1550@550	3415@80	1400@550	3085@80

- All dimensions taken with tire on measuring rim (in parenthesis above).
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 66 through 69.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.

PERSONALIZE MY EXPERIENCE WITH MY CAR

TIRE SHOWROOM

Transforce HT

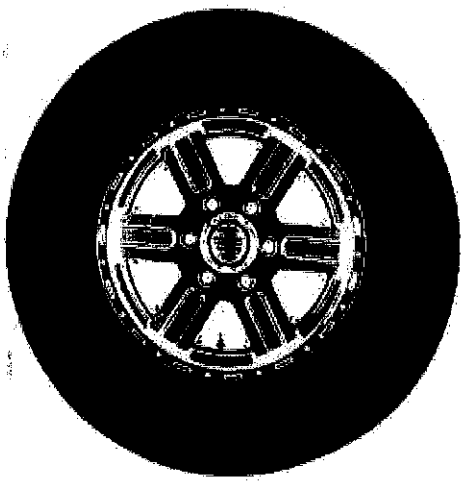
A TIRE SIZE OR VEHICLE HAS BEEN SELECTED. PLEASE ENTER YOUR INFORMATION.

90 Reviews

Light/Medium Truck | All Season

The Firestone Transforce HT is a driving force for pickup trucks and commercial vehicles. With an all-season tread design and noise reduction technology, this tire delivers on comfort as you work and stands up to the rigors of heavy duty use.

FIND A DEALER



Warranties

Gold Pledge Limited Warranty
Standard Warranty Buy & Try 30 Day Guarantee

SEND TO PHONE

SEARCH BY VEHICLE

YEAR APPLY

TIRE SIZE

Specs

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM
8.75R16.5LT	115R	E	R	BW	189803	6.0-6.75	29.46	15	35	0	0
9.50R16.5LT	121R	E	R	BW	189820	6.75-8.25	30.56	15	40	0	0
LT215/85R16	115R	E	R	BW	189701	5.5-7.0	30.39	14	36	0	0
LT225/75R16	115R	E	R	BW	189752	6.0-7.0	29.29	14	34	0	0
LT225/75R17	116R	E	R	BW	224133	6.0-7.5	30.31	14	37	0	0
LT235/75R15	104R	C	R	BW	189837	6.0-7.0	28.86	15	31	0	0
LT235/80R17	120R	E	R	BW	191282	6.0-7.5	31.81	14	40	0	0
LT235/85R16	120R	E	R	BW	189718	6.0-7.5	31.73	14	40	0	0
LT245/70R17	119R	E	R	BW	191316	6.5-8.0	30.55	14	41	0	0
LT245/75R16	120R	E	R	BW	189769	6.5-8.0	30.47	14	38	0	0
LT245/75R17	121R	E	R	BW	225425	6.5-7.5	31.5	12	42	0	0
LT265/70R17	121R	E	R	OWL	200156	7.0-8.5	31.85	14	46	0	0

LT265/75R16	123R	E	R	BW	189786	7.0-8.0	31.65	15	43	0	0
LT275/65R18	123S	E	S	OWL	207619	7.5-9.0	32.09	17	51	0	0
LT275/70R18	125R	E	R	OWL	207500	7.0-8.5	33.19	15	50	0	0
LT285/70R18	124R	E	R	OWL	0000131	7.0-9.0	32.64	15	46	0	0

SEE ALL

Performance Information

WEAR LIFE — BEST	WET PERFORMANCE — BETTER	QUIET RIDE — BETTER	FUEL EFFICIENCY — BETTER

SEE ALL

Features

HEAVY DUTY CONSTRUCTION
Built for popular commercial applications

NOISE REDUCTION TECHNOLOGY
Reduces noise on road surface to help promote a quiet ride

CONTINUOUS SHOULDER RIBS
Help increase treadwear

Customer Reviews

WRITE A REVIEW

90 Reviews

FILTER BY RATING MAKE

SORT

December 23, 2015
Brennen | Cumming, GA

★★★★★
2015 Ram Trucks 2500 | 14,350 miles/kilometers driven on tires
Very bad tires

Lets be honest I purchase a 2012 ram came with Michelin tires, they last 48000 and I got them replace and Michelin gave a discount for the warranty on the tire. They gave me warranty on the stock tire and the new ones I bought came with 75k warranty the best is the price 980 all 4 plus installation
Now on this Firestone under 20 k ill have to replace and no warranty
I guess on saying you get what you pay for, Ill never buy another of these, Michelin is a tire to go
Very sorry that a factory choose a cheap quality tire like that
Ill refuse the next truck tire from the dealer if is not Michelin

Traction	★★☆☆☆
Durability	★☆☆☆☆
Comfort	★★☆☆☆
Value	★☆☆☆☆

Was this review helpful? (1) (0)

October 24, 2015

Transforce HT

Average Overall Rating

Traction (58 Reviews)

Durability (17 Reviews)

Comfort (69 Reviews)

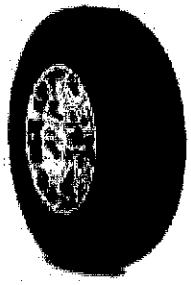
Value* (4 Reviews)

Our ratings include data from **Tire Rack**. The number of ratings submitted for Traction, Durability, Comfort and Value does not necessarily reflect the number of reviews shown.

*Value is the average rating given on FirestoneTire.com only.

Terms & Conditions

Firestone



LT275/70R18/10

Item Details

Item Number:	250109
Size:	LT275/70R18/10
Sidewall:	BL
Load Index:	122
Speed Rating:	R
Ply:	10

Features and Benefits of Item #250109

HOME TIRES WHEELS COUPONS & SPECIALS
ACCESSORIES REQUEST A QUOTE SERVICES
CONTACT US WARRANTY ABOUT US

FIND
YOUR TIRE

SHARE

BRIDGESTONE DUELER

H/L ALENZA PLUS

LIGHT/MEDIUM TRUCK | ALL SEASON

The Bridgestone Dueler H/L Alenza Plus is designed to deliver a quiet and comfortable highway ride. This tire delivers improved fuel efficiency (as compared to the Bridgestone Dueler H/L Alenza), year-round performance, and an 80,000 mile treadwear warranty.

Starting at
$ 148 99
MSRP Details

Warranty Miles Up To
80,000
View Additional Warranties

NEED HELP? 1 (855) 213-0017

Email us

Quiet Ride

Ride Comfort

**As compared to the Bridgestone Dueler H/L Alenza (Size: P215/65R17). Actual results may vary based on proper tire maintenance, vehicle, tire life, driving style and road conditions.*

SPECIFICATIONS

Scroll right to view more.

SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TR
100V		V	BW	000455	6.5-8.5	28.2	
104H		H	BW	000441	6.5-8.5	29.1	
106H		H	BW	000433	6.0-8.0	29.0	
107W	XL	W	BW	000459	7.0-9.0	29.1	
109V	XL	V	BW	000463	7.0-9.0	30.1	
109W	XL	W	BW	003859	7.0-9.0	29.02	
111V	XL	V	BW	000457	7.0-9.0	30.0	
106H		H	BW	000446	7.0-9.0	29.1	
109H		H	BW	000437	7.0-9.0	29.1	
110V		V	BW	000453	7.5-9.5	30.5	
112T		T	OWL	000436	7.0-9.0	30.6	
113H		H	BW	000454	7.5-9.5	31.0	
104T		T	OWL	000430	6.0-7.5	29.3	
99H		H	BW	000458	6.5-8.5	28.3	
105T		T	OWL	000428	6.0-8.0	28.9	
103T		T	BW	000456	7.0-9.0	29.7	
104H		H	BW	000452	7.0-8.5	29.6	
107H		H	BW	001331	7.0-8.5	31.6	
105H		H	BW	000442	7.0-8.5	29.5	
106H		H	BW	000434	6.5-8.0	29.5	
108T		T	OWL	000438	6.5-8.0	30.6	

TEST DRIVE **TIRE SHOWROOM** SHOPPING SERVICE

Destination LE2

Like 3 Tweet 0

PRICING INFORMATION CANNOT BE SHOWN UNTIL A TIRE SIZE OR VEHICLE HAS BEEN SELECTED. PLEASE ENTER YOUR INFORMATION.

Light/Medium Truck | All Season

If you're looking for a tire that works as hard as you do for your light truck or SUV and you want great value for your money, look no further than the Firestone Destination LE2. It delivers year-round performance as well as a quiet, comfortable ride.

FIND A DEALER

Warranties

Gold Pledge Limited Warranty

SEND TO PHONE

SEARCH BY
VEHICLE

YEAR

APPLY

TIRE SIZE

Specs

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM
P215/75R15			T	OWL	140310	5.5-7.0	27.7	12	26	60000	100000
P225/75R15			T	OWL	140327	6.0-7.5	28.3	12	28	60000	100000
P235/70R15			T	OWL	140361	6.0-8.0	28.0	12	28	60000	100000
P265/75R15			T	OWL	97674	7.0-9.0	30.7	12	37	60000	100000
225/65R17			H	BL	97946	6.0-8.0	28.5	12	34	60000	100000
225/70R16			H	OWL	97742	6.0-7.5	28.4	13	29	60000	100000
235/65R17			H	BL	97963	6.5-8.5	29.1	12	31	60000	100000
P215/70R16			H	BL	97725	5.5-7.0	27.9	12	28	60000	100000
P225/70R15			T	OWL	140344	6.0-7.5	27.4	12	27	60000	100000
P225/75R16			T	OWL	97606	6.0-7.5	29.3	12	31	60000	100000
P235/55R18			H	BL	98150	6.5-8.5	28.2	11	35	60000	100000
P235/60R18			H	BL	136094	6.5-8.5	29.1	11	39	60000	100000
P235/65R18			T	OWL	97980	6.5-8.5	30.0	12	39	60000	100000
P235/70R16			T	OWL	97759	6.0-8.0	0.0	13	31	60000	100000
P235/70R17			T	OWL	97776	6.0-8.0	0.0	13	35	60000	100000

P235/75R15	T	OWL	97623	6.0-8.0	28.9	12	31	60000	100000
P23[illegible]R16	T	OWL	140378	6.0-7.5	29.8	12	35	60000	100000
P24[illegible]R15	T	BL	136128	7.0-9.0	0.0	11	31	60000	100000
P245/65R17	T	OWL	97997	7.0-8.5	0.0	12	37	60000	100000
P245/70R16	H	OWL	97793	6.5-8.0	0.0	13	35	60000	100000
P245/70R17	T	OWL	97827	6.5-8.0	0.0	13	35	60000	100000
P245/75R16	T	OWL	97657	6.5-8.0	30.5	12	37	60000	100000
P[illegible]65R16	T	OWL	98031	7.0-9.0	0.0	12	33	60000	100000
P[illegible]65R17	T	OWL	98048	7.0-9.0	30.1	12	36	60000	100000
P255/7[illegible]R16	T	OWL	97844	6.5-8.5	0.0	13	36	60000	100000
P255/70R17	T	OWL	136043	6.5-8.5	0.0	13	40	60000	100000
P255/70R18	T	OWL	97878	6.5-8.5	0.0	13	40	60000	100000
P2[illegible]0R18	T	OWL	98099	7.0-9.5	30.5	11	39	60000	100000
P2[illegible]R[illegible]	T	OWL	98065	7.5-9.5	30.6	12	37	60000	100000
P2[illegible]0R16	T	OWL	97895	7.0-9.0	0.0	13	38	60000	100000
P2[illegible]0R17	T	OWL	97912	7.0-9.0	0.0	13	38	60000	100000
P26[illegible]0R18	T	OWL	97929	7.0-9.0	32.6	13	42	60000	100000
P[illegible]75R16	T	OWL	97708	7.0-9.0	31.7	12	40	60000	100000
P[illegible]/55R20	H	BL	136162	7.5-9.5	31.9	11	44	60000	100000
P27[illegible]60R17	T	OWL	98133	7.5-9.5	0.0	11	38	60000	100000
P[illegible]0R20	T	BL	136145	7.5-9.5	33.0	11	47	60000	100000
P[illegible]5R18	T	OWL	136060	7.5-9.5	0.0	12	41	60000	100000
P235/65R16	T	BL	17936	6.5-8.5	28.0	10	30	60000	100000
P245/60R18	H	BL	17970	7.0-8.5	29.6	11	33	60000	100000

HIDE ALL

Performance Information

WEAR LIFE BEST	WET PERFORMANCE BEST	QUIET RIDE BEST	FUEL EFFICIENCY BEST

SEE ALL

Features

DRY PERFORMANCE & WEAR LIFE

Continuous closed shoulder blocks

QUIET RIDE

Optimized noise sequencing

WET PERFORMANCE

Multiferential grooves, zigzag sipes, sweeping slots

WINTER PERFORMANCE

Stepped inside notches, zigzag sipes

Features and Offers

Good Pledge Warranty

Buy & Try 30 Day Guarantee

GO NOW

Register your tires

GO NOW

JOIN OUR MAILING LIST example@email.com GO COMMUNITY

TEST DRIVE TIRE SHOWROOM FINANCING CUSTOMER CARE ABOUT FIRESTONE

Sitemap | Privacy Policy

PERSONALIZE MY EXPERIENCE WITH MY CAR

TIRE SHOWROOM

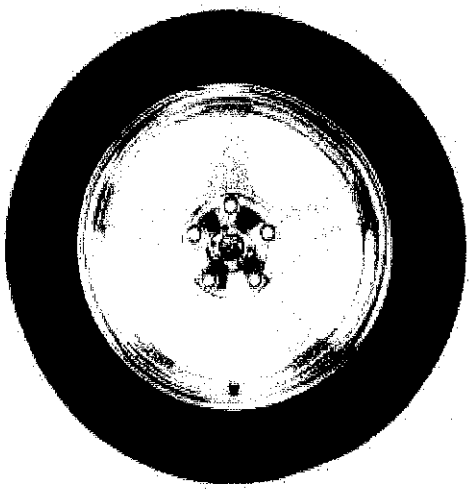
Precision Touring

A TIRE SIZE OR VEHICLE HAS BEEN SELECTED.
PLEASE ENTER YOUR INFORMATION.

84 Reviews

Passenger | All Season

The Firestone Precision Touring tire delivers all season performance at an attractive price for mid-size sedans. Engineered for a comfortable ride, this tire is a standout in the Firestone line.



Warranties

Gold Pledge Limited Warranty
Buy & Try 30 Day Guarantee

YEAR

APPLY

TIRE SIZE

Specs

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM
195/55R16	87H		H	BW	140939	5.5-7.0	24.41	11	20	70000	110000
215/55R16	93H		H	BW	140820	6.0-7.5	25.28	11	23	70000	110000
215/65R16	98T		T	BW	140735	6.0-7.5	27.01	11	24	70000	110000
235/60R17	102T		T	BW	140905	6.5-8.5	28.11	11	27	70000	110000
P195/60R15	87T		T	BW	140582	5.5-7.0	24.21	11	19	70000	110000
P195/65R15	89T		T	BW	140599	5.5-7.0	25.0	11	19	70000	110000
P205/60R15	90T		T	BW	140616	5.5-7.5	24.69	11	20	70000	110000
P205/60R16	91H		H	BW	140854	5.5-7.5	25.67	11	22	70000	110000
P205/65R15	92T		T	BW	140633	5.5-7.5	25.47	11	21	70000	110000
P205/70R15	95S		S	WW	140650	5.0-7.0	26.34	11	25	70000	110000
P215/60R15	93T		T	BW	140667	6.0-7.5	25.16	11	21	70000	110000
P215/70R15	97S		S	WW	140684	5.5-7.0	26.89	11	26	70000	110000
235/65R17	104T		T	BW	140990	6.5-8.5	29.06	11	27	70000	110000

P205/55R16	89T		T	BW	140701	5.5-7.5	24.88	11	20	70000	110000
P215/50R17	93H	XL	H	BW	141041	6.0-7.5	25.51	11	23	70000	110000
P215/55R17	93T		T	BW	140888	6.0-7.5	26.3	11	22	70000	110000
P215/60R16	94T		T	BW	140718	6.0-7.5	26.14	11	22	70000	110000
P215/65R17	98T		T	BW	147705	6.0-7.5	28.03	11	25	70000	110000
P225/55R17	95T		T	BW	140769	6.0-8.0	26.77	11	25	70000	110000
P225/60R16	97T		T	BW	140752	6.0-8.0	26.61	11	23	70000	110000
P225/60R17	98H		H	BW	140786	6.0-8.0	27.64	11	26	70000	110000
P225/65R17	100T		T	BW	140922	6.0-8.0	28.5	11	27	70000	110000
P235/55R17	98H		H	BW	140803	6.5-8.5	27.17	11	28	70000	110000
P195/55R15	84H		H	BW	141024	5.5-7.0	23.43	11	19	70000	110000
P185/65R15	86T		T	BW	141058	5.0-6.5	24.45	10	18	70000	110000
P185/60R15	84T		T	BW	147501	5.0-6.5	23.74	11	17	70000	110000
235/65R16	103T		T	BW	147535	6.5-8.5	28.03	11	30	70000	110000
P235/60R16	99T		T	BW	147620	6.5-8.5	27.09	11	25	70000	110000
225/65R16	100T		T	BW	148079	6.0-8.0	27.48	12	27	70000	110000

Performance Information

BEST

BETTER

BEST

BEST

Features

Helps improve wear and handling.

Improves traction in wet conditions by increasing flexibility of tread compound.

CIRCUMFERENTIAL GROOVES

Help channel water out of the footprint area to improve resistance to hydroplaning.

Customer Reviews

85 Reviews

FILTER BY

SORT

February 12, 2015

☆☆☆☆☆

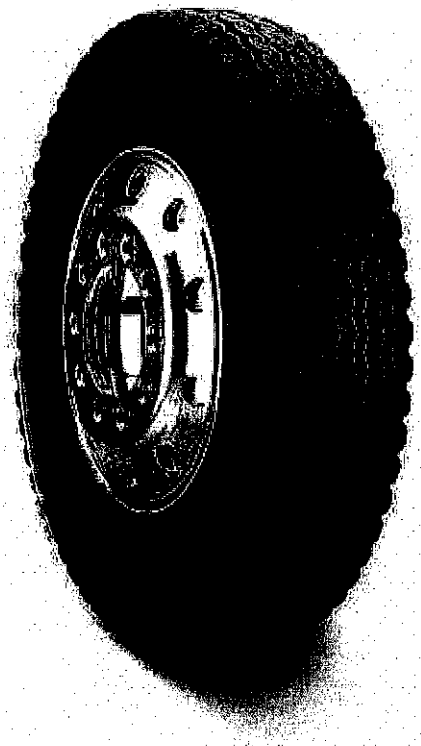
90,000 miles/kilometers driven on tires

Precision Touring

Average Overall Rating

Traction
(84 Reviews)

Durability
(59 Reviews)



T819

On/Off-Highway All-Position Radial

- Rugged four-rib design with special groove shape to combat stone retention for long mileage and retreadability.
- Tread compounded and constructed to resist cuts and impacts in on/off-highway service.
- Computer designed tread with variable-pitch nose treatment for solid traction, excellent durability, and a quiet ride.
- Four steel belts and an all-steel casing ply for durability and excellent retread performance.

Recommended Application

An all-position radial designed for steer, drive and trailer positions in on/off-highway service.

Replaces: Continental: HSC1
Yokohama: MY507, 501ZA

TECHNICAL DATA

Tire Size	Load Range	Article Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
T819															
11R22.5	H	294-535	125	8.25	41.6	10.7	19.4	11.7	499	20	3000@830	6610@120	2725@830	6005@120	65
12R22.5	H	157-341	139	9.00	42.7	11.6	19.8	12.6	487	20	3550@830	7830@120	3075@830	6780@120	65
11R24.5	H	294-543	131	8.25	43.6	10.7	20.4	11.7	476	20	3250@830	7160@120	3000@830	6610@120	65
12R24.5	H	157-368	148	9.00	44.7	11.3	20.8	12.3	465	20	3550@830	7830@120	3250@830	7160@120	65
315/80R22.5[1]	L	157-147	148	9.00	42.7	12.1	19.7	13.1	487	20	4125@900	9090@130	3750@900	8270@130	55

[1]315/80R22.5 requires the use of a 9.00 rim to carry over 8300 lb.

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 68 through 71.
- For minimum dual spacing and approved rim widths see page 48.
- For ply ratings see table on page 46.

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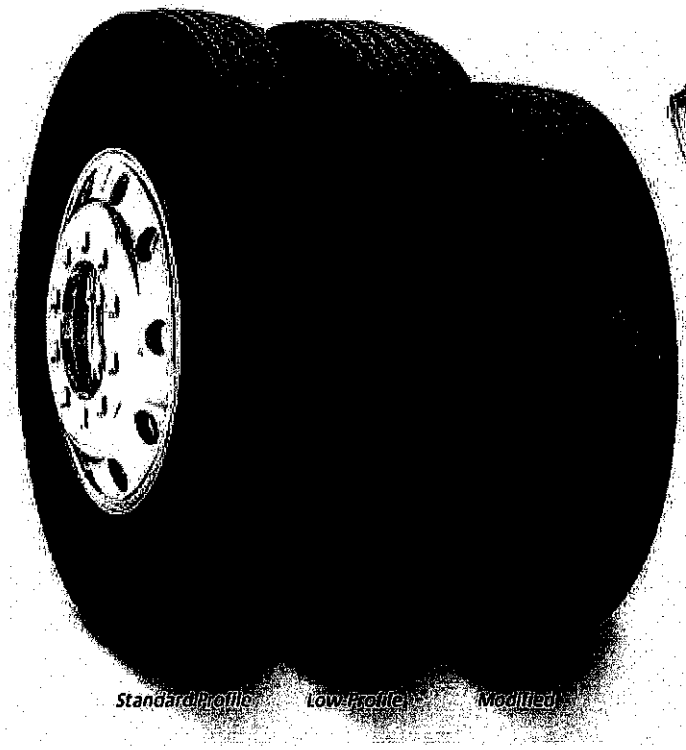

FS560 PLUS

Premium Steer Radials

- Wide flow-through grooves and cross-rib sipes for excellent traction.
- Premium tread depth for long mileage.
- Full steel belts and solid shoulder buttress for reducing tread squirm on high-scrub applications.

Recommended Application

An all-position radial tire designed for steer applications in:
Regional Haul Service
Pickup & Delivery Service

Replaces: Continental: HSR2
Yokohama: 103ZR, RY023

TECHNICAL DATA

Tire Size	Load Range	Article Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single) Kg/kPa	Max. Tire Load (Single) Lbs/PSI	Max. Tire Load (Dual) Kg/kPa	Max. Tire Load (Dual) Lbs/PSI	Max. Speed (MPH)
FS560 PLUS															
9R22.5	F	193-016	86	6.75	38.4	8.9	18.0	9.8	542	17	2060@720	4540@105	1950@720	4300@105	75
10R22.5	F	211-274	96	7.50	40.1	9.8	18.7	10.8	518	18	2360@690	5205@100	2240@690	4940@100	75
10R22.5	G	193-050	96	7.50	40.1	9.8	18.7	10.8	518	18	2575@790	5675@115	2430@790	5355@115	75
11R22.5	G	156-531	114	8.25	41.3	10.8	19.3	11.8	503	19	2800@720	6175@105	2650@720	5840@105	75
11R22.5	H	156-558	114	8.25	41.3	10.8	19.3	11.8	503	19	3000@830	6610@120	2725@830	6005@120	75
12R22.5	H	156-523	131	9.00	42.7	11.6	19.8	12.6	487	19	3350@830	7390@120	3075@830	6780@120	75
11R24.5	G	156-574	122	8.25	43.3	10.7	20.3	11.7	480	19	3000@720	6610@105	2725@720	6005@105	75
11R24.5	H	156-582	122	8.25	43.3	10.7	20.3	11.7	480	19	3250@830	7160@120	3000@830	6610@120	75
215/75R17.5	H	208-860	55	6.75	30.6	8.7	14.3	9.5	680	15	2180@830	4805@120	2060@830	4540@120	65
225/70R19.5 *	F	160-716	67	6.00	32.2	8.5	15.3	9.4	647	16	1650@660	3640@95	1550@660	3415@95	75
225/70R19.5 *	G	227-057	67	6.00	32.2	8.5	15.0	9.4	644	16	1800@760	3970@110	1700@760	3750@110	75
245/70R19.5 *	F	169-981	74	6.75	33.3	9.4	15.7	10.3	624	17	1850@660	4080@95	1750@660	3860@95	75
245/70R19.5 *	G	169-964	74	6.75	33.3	9.4	15.7	10.3	624	17	2060@760	4545@110	1985@760	4375@110	75
255/70R22.5	H	192-982	93	8.25	36.7	10.3	17.1	11.3	567	18	2500@830	5510@120	2300@830	5070@120	75
275/70R22.5	H	192-999	107	8.25	38.0	10.8	17.6	11.8	547	18	3175@830	7000@120	2900@830	6395@120	75
295/75R22.5	G	156-566	111	8.25	40.3	10.9	18.8	11.8	515	19	2800@760	6175@110	2575@760	5675@110	75
285/75R24.5	G	156-590	116	8.25	41.5	10.6	19.5	11.9	501	19	2800@760	6175@110	2575@760	5675@110	75

* Modified tread pattern.

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 68 through 71.
- For minimum dual spacing and approved rim widths see page 48.
- For ply ratings see table on page 46.

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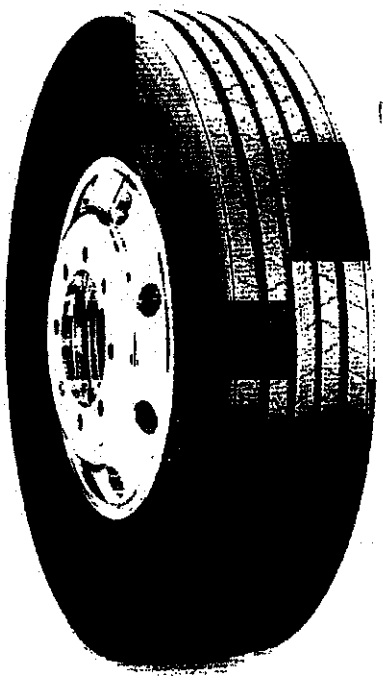

FS400

All-Position Radial

- **Built for heavy loads in on-highway and inter-city bus service.**
- **Deep tread, flow-through grooves and cross-rib siping provide long life and high traction in all weather conditions.**
- **Shoulder wear protector ribs combat initiation and spread of irregular wear.**
- **Stone-rejector platforms help prevent the retention of casing-damaging stones for excellent retreadability.**
- **Computer-designed features help provide a quieter ride.**

Recommended Application

An all-position radial designed for:
Intercity Bus Service / Other Special Service Applications

Replaces: Continental: HSL 1 Coach

TECHNICAL DATA

Tire Size	Load Range	Article Number	Weight* (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI	
FS400															
315/80R22.5†	L	240-623	146	9.00	42.4	12.4	19.7	13.9	490	18	4125@900	9090@130	3750@900	8270@130	75

† Requires the use of a 9.00 inch rim to carry over 8,000 lbs

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 68 through 71.
- For minimum dual spacing and approved rim widths see page 48.
- For ply ratings see table on page 46.

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FS561 *ON-HIGHWAY ALL-POSITION*

Steer Radial

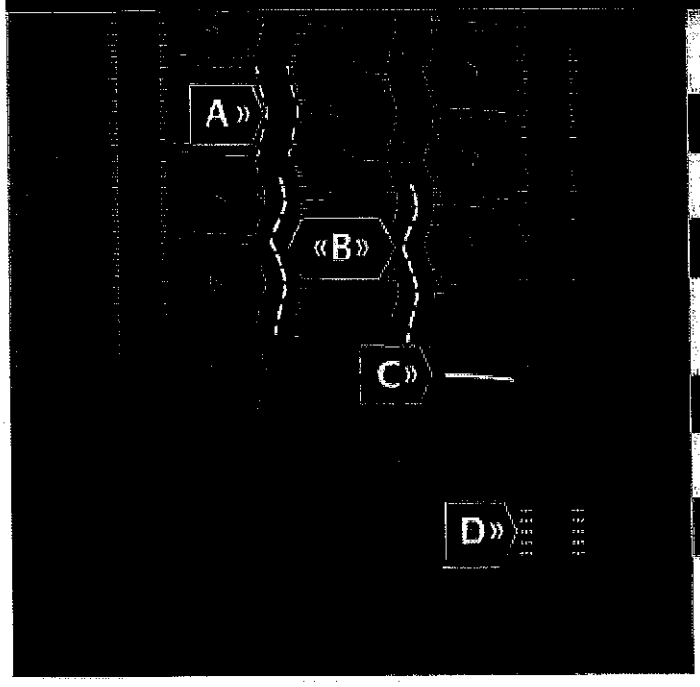
ALWAYS UP TO THE TASK, LIKE YOU

Both regional and pickup and delivery truck drivers know the importance of having tough tires built for high-scrub service. The all-position Firestone FS561 is designed for steer applications that navigate these demanding conditions. Features such as a special tread compound and solid shoulder ribs enhance casing protection, extending overall tire life, giving the FS561 staying power in environments where stone drilling and rib tearing are regular occurrences.

DRIVE A FIRESTONE

Firestone

FS561 INNOVATIONS



A SPECIALIZED GROOVE SHAPE

Designed to better resist rib tearing.

B STONE REJECTORS IN CENTER GROOVES

Help provide resistance to stone drilling and protect belts for enhanced casing durability.

C RIB SIPES

Cut through water for solid wet traction.

D STRESS RELIEF SIPES

Fight irregular wear by absorbing rib edge stresses in the footprint for long, even wear.

FS561 Features & Benefits

DRIVE A FIRESTONE

TREAD CAP COMPOUND AND SOLID SHOULDER RIBS

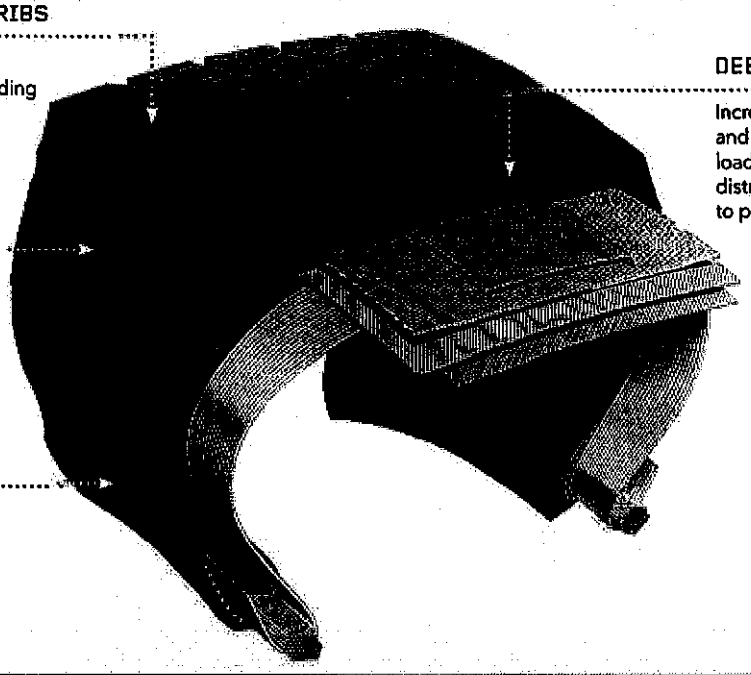
Enhance resistance to maneuvering scrub, leading to increased tread life.

SIDEWALL PROTECTOR RIBS

Help protect the casing from cuts, snags and abrasions due to curbing and impacts.

INNOVATIVE SIDEWALL DESIGN

Reduces overall weight to improve fuel efficiency without sacrificing durability.



DEEP, WIDE TREAD

Increases original tread life and the wide footprint spreads load over a larger area, distributing footprint pressure to promote long, even wear.

Tire Sizes	Load Range	Material #	Weight (Lbs/kg)†	Meas. Rim (in.)	Overall Diameter (in./mm)	Overall Width (in./mm)	Ove all Width *Loaded* (in./mm)	Static Loaded Radius (in./mm)	Revolutions per Mile/Km	Tread Depth (32"/mm)	MAX TIRE LOA Single Lbs @ PSI/kg @ kPa	Dual lbs @ SI/kg @ kP	Max Speed (mph/kph)
295/75R22.5 metric	G	248273	**111** 50	8.25	**40.4** 1026	**10.9** 277	**12.0** 305	**18.9** 480	**514** 319	**21** 17	**6175@110** 2800@760	**5675@110** 2575@760	**75** 120
285/75R24.5 metric	G	248290	**121** 55	8.25	**41.5** 1054	**10.9** 277	**12.0** 305	**19.5** 495	**501** 311	**21** 17	**6175@110** 2800@760	**5675@110** 2575@760	**75** 120
275/70R22.5 metric	J	248545	**99** 45	8.25	**38.1†** 968	**11.5†** 292	**12.7†** 323	**17.9†** 455	**545†** 339	**21** 17	**6940@130** 3150@900	**6395@130** 2900@900	**75** 120
255/70R22.5 metric	H	248528	**93** 42	8.25	**36.8** 935	**10.4** 264	**11.4** 290	**17.3** 439	**565** 351	**21** 17	**5510@120** 2510@830	**5070@120** 2300@830	**75** 120
9R22.5 metric	F	248562	**90** 41	6.75	**38.4†** 975	**9.0†** 229	**9.9†** 251	**18.0†** 457	**541†** 336	**19** 15	**4540@105** 2060@720	**4300@105** 1950@720	**75** 120
10R22.5 metric	F	248579	**109** 49	7.50	**40.2†** 1021	**9.9†** 251	**10.9†** 277	**18.8†** 478	**517†** 321	**20** 16	**5205@100** 2360@690	**4940@100** 2240@690	**75** 120
10R22.5 metric	G	248596	**109** 49	7.50	**40.2†** 1021	**9.9†** 251	**10.9†** 277	**18.8†** 478	**517†** 321	**20** 16	**5675@115** 2575@790	**5355@115** 2430@790	**75** 120
11R22.5 metric	G	248307	**114** 52	8.25	**41.5** 1054	**10.9** 277	**12.0** 305	**19.3** 490	**501** 311	**21** 17	**6175@105** 2800@720	**5840@105** 2650@720	**75** 120
11R22.5 metric	H	248324	**114** 52	8.25	**41.5** 1054	**10.9** 277	**12.0** 305	**19.3** 490	**501** 311	**21** 17	**6610@120** 3000@830	**6005@120** 2725@830	**75** 120
11R24.5 metric	G	248358	**120** 54	8.25	**43.6** 1107	**10.9** 277	**12.0** 305	**20.4** 518	**477** 296	**21** 17	**6610@105** 3000@720	**6005@105** 2725@720	**75** 120
11R24.5 metric	H	248375	**120** 54	8.25	**43.6** 1107	**10.9** 277	**12.0** 305	**20.4** 518	**477** 296	**21** 17	**7160@120** 3250@830	**6610@120** 3000@830	**75** 120
12R22.5 metric	H	248494	**139** 63	9.00	**42.7†** 1085	**11.6†** 295	**12.8†** 325	**19.8†** 503	**487†** 303	**21** 17	**7390@120** 3350@830	**6780@120** 3075@830	**75** 120

Warranty and limitation information is available at FirestoneTruckTires.com or from your dealer or truck stop.

Driven by innovation for more than 100 years, Firestone has a tire that's right for you and your business. See why we like to say that those with passion, those with ambition and those with drive…Drive a Firestone.

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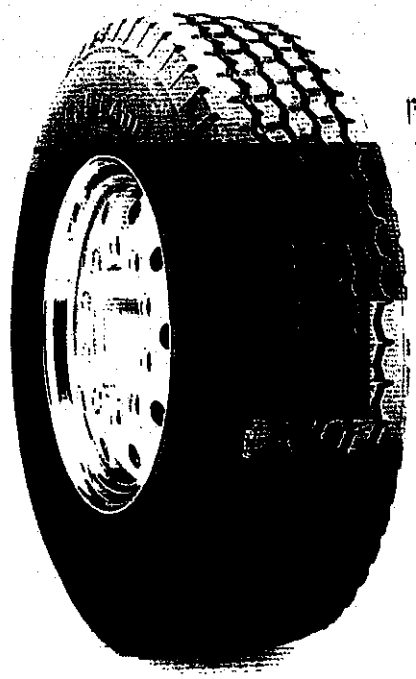
Firestone



T839

On/Off-Highway All-Position Wide Base Radial

- **A five-rib design provides extra pulling power for extra-heavy loads.**
- **Extra-wide tread with individual blocks provides maximum flotation on soft soil.**
- **Steel belts provide strength and casing durability for long life and excellent retread performance.**

Recommended Application

An all-position wide base radial designed for steer, drive and trailer positions in on/off-highway service.

Replaces: Continental: HTC1
Yokohama: MY507A, RY253

TECHNICAL DATA

Tire Size	Load Range	Article Number	Weight* (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI	
T839															
385/65R22.5	J	294-586	155	11.75	42.5	15.2	19.7	16.6	492	17	4250@830	9370@120	-	-	65
425/65R22.5	L	294-594	179	12.25	44.5	16.3	20.5	17.7	470	18	5150@830	11400@120	-	-	65
445/65R22.5	L	294-608	193	13.00	45.7	17.4	21.0	19.0	458	18	5600@830	12300@120	-	-	65

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 68 through 71.
- For minimum dual spacing and approved rim widths see page 48.
- For ply ratings see table on page 46.

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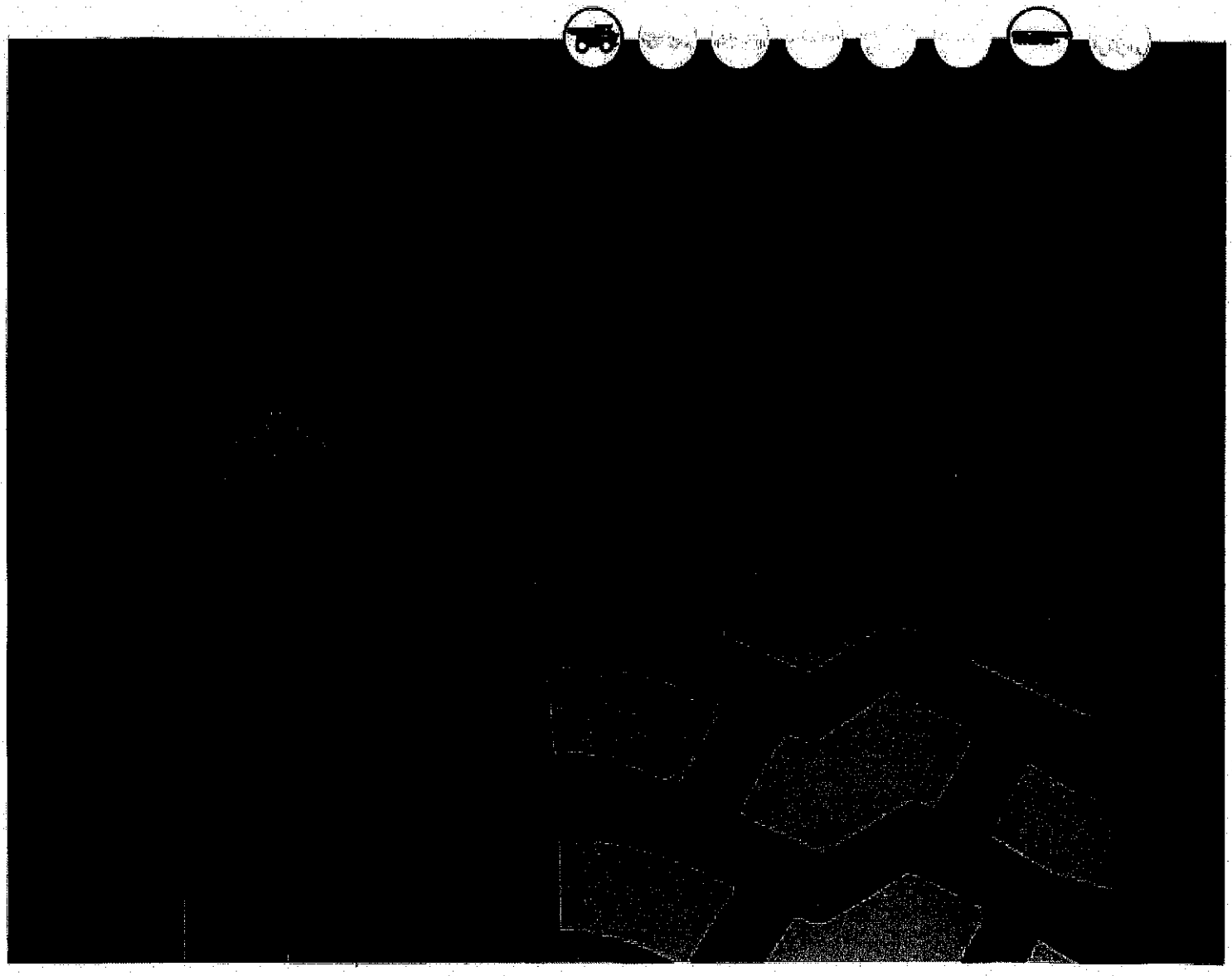
BRIDGESTONE



VGT
(E2)

V-STEEL G-TRACTION

OFF-THE-ROAD TIRES

BRIDGESTONE

The V-STEEL G-TRACTION radial tire provides excellent traction and durability in high-speed applications.

- ✔ *All-terrain radial performance*
- ✔ *Cut resistant tread designed for even wear*
- ✔ *Designed for fire and rescue vehicles, military vehicles, and mobile cranes*

CATEGORY	TIRE SIZE	ARTICLE	PLY RATING	COMPOUND	TRA	AVERAGE WEIGHT	OTD (32ND)	RIM/ FLANGE	OVERALL DIAMETER (IN)	OVERALL WIDTH (IN)	STATIC LOAD RADIUS	STATIC LOADED WIDTH	MIN DUAL SPACING	REVS PER MILE
Small Tubeless	24R21	1*		E-2	418951	450	31	18.00/1.5	54.3	23.7	24.5	25.5		387
		1*		E-2	418978	310	30		52.5	17.3	24.0	19.3		400
	445/80R25	2*		E-2	424976	330	30	14.00/1.5	52.7	17.3	24.0	19.1		399

** (17.5R25 LOAD RANGE U)*
NHS Non-Highway Service

BRIDGESTONE

VSNL
(L4 UMS-INDUSTRIAL)

V-STEEL N-LUG UMS

OFF-THE-ROAD TIRES

BRIDGESTONE

Representative icon for various types of industrial and container handling equipment.

The V-STEEL N-LUG UMS (underground mine service) radial tire is designed for rugged underground mining applications where maximum cut and impact resistance is required.

- ✔ *Extra-heavy duty steel radial performance*
- ✔ *Excellent in underground mining applications and industrial service*
- ✔ *Deep tread and shoulder for added protection against cuts and impacts*

CATEGORY	TIRE SIZE	ARTICLE	PLY RATING	COMPOUND	TRA	AVERAGE WEIGHT	OTD (32ND)	RIM/FLANGE	OVERALL DIAMETER (IN)	OVERALL WIDTH (IN)	STATIC LOAD RADIUS	STATIC LOADED WIDTH	MIN DUAL SPACING	REVS PER MILE
Small Tube Type	14.00R20	157376	2*	D2A	L-4	320	43	10.00WI	47.1	14.2	21.7	16.3		446

Equipment icons shown on this bulletin denote general categories, not specific tire applications.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPLACEMENT & REPAIR SERVICES
FIRE DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire replacement and tire repair services for the Fire 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide tire replacement and tire repair services for the Fire Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on **January 13, 2016; and all bids received will be opened and read publicly** at 3:00 PM **at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, THIS 10th DAY OF DECEMBER 2015.

Jeffany L. Frankel
Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Tire Replacement & Repair Services
Fire Department

14.0 Scope of Work

The City of Laredo - Fire Department is requesting bid pricing for tire replacement and tire repair services from a contractor with demonstrated experience in performing the above stated service.

Fire Department Point of Contact: David Martinez (956) 718-6027 or email: dmartinez@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, December 22, 2015 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

15.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to a primary and secondary vendor. This bid document contains 6 bid sections.

15.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

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

15.4 Bids not submitted on these forms will not be considered.

16.0 Contractors Duties (Tire Replacement with a new tire)

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fire Department, and remote sites. **A new tire will be provided by the vendor.**

16.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

16.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other replacement services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

16.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

17.0 Response time to call to work (Tire Replacement with a new tire)

17.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fire Department 24 hours per day, 7 days per week.

17.2 The Contractor must respond to an emergency call within one (1) hour.

17.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

18.0 Service Requirements (Tire Replacement with a new tire)
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for a new tire, tire replacement, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

18.1 The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

18.2 For services rendered, the Contractor must turn in to the Fire Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

18.3 Tire brands must be Goodyear, Michelin, or any other tire manufactured in the U.S. or approved equal.

19.0 Mobile Tire Replacement Services

19.1 The contractor shall perform tire replacement services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo Fire Department representative.

19.2 The mobile replacement truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

19.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

19.3.1 Emergency Mobile Tire Replacement:
The contractor shall perform mobile tire replacement services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

19.3.2 Mileage shall be included in the service call price.

19.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

19.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

19.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

19.3.3.3 Mileage will be included in the service call rate.

21.4 Tire replacement shall include (Sections 35.1, 35.2, and 35.3):

21.4.1 Removing tire from wheel (when mounted).

21.4.2 Installing new valve stem.

21.4.3 Remounting new tire onto wheel (as applicable).

21.4.4 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.5 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.6 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a new tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Duties (Tire Repair)
The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fire Department, and remote sites.

23.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

23.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

23.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

24.0 Response time to call to work (Tire Repair)

24.1 The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

24.2 The Contractor must respond to an emergency call within one (1) hour.

24.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

25.0 Service Requirements (Tire Repair)
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

25.1 The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

25.2 For services rendered, the Contractor must turn in to the Fire Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

26.0 Mobile Tire Repair Services

26.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

26.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

26.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

26.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

26.3.2 Mileage shall be included in the service call price.

26.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

26.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

26.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

26.3.3.3 Mileage will be included in the service call rate.

26.4 Tire and Tube Repairs shall include (Sections 35.4, 35.5, and 35.6):

26.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

26.4.2 Cleaning and preparing tire casing.

26.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

26.4.4 Installing new valve stem.

26.4.5 Remounting tire onto wheel (as applicable).

26.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

26.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

26.4.8 The contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

27.0 Contractor Provided Tires and/or Tubes

27.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

27.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

27.1.2 Other unforeseen situations (to be determined as circumstances arise).

27.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fire department representative.

27.3 The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

_____

_____

_____

28.0 Contractors Hours of Operation

Bidder's business hours: From: 7:30 a.m. to 5:30 p.m.

Days of week: Monday-Friday & Saturdays 8 AM to 2 PM

28.1 Location

The vendor must have a covered facility with capabilities to receive ambulances or fire engines that can drive up for service.

Address: 2310 E Saunders, Suite 105 Laredo, TX 78041

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

29.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

29.2 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.

30.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

31.0 Approved Equal Brand Tire

If you are considering utilizing tire brands not listed as approved, submit sufficient documentation with your bid package for the Fire Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

32.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

33.0 Required Format and Contents of Bid Submission

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

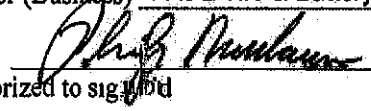
Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract

34.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) A to Z Tire & Battery, Inc

Signature of person authorized to sign bid  Date 1-5-16

Print Name of person authorized to sign bid Phillip Nussbaum

Title: President

Business Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Telephone Number: 806-373-2592 Fax Number: 806-373-6504

Contact Person Email Address: pnussbaum@atoztire.com

Federal Tax ID Number: 75-1243053

Bidders Principal/Corporate Place of Business Address: 812 SW 4th Amarillo, TX 79101-1216

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: Since 1953

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

35.0 Tab B Price Schedule

35.1 Section I (Tire Replacement) – Schedule for Fire Engines and Ambulances
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
11R 22.5 **16PLY** Cooper RoadMaster RM185-92036	$ 231.00
12R22.5 Cooper RoadMaster RM230 16 ply-93322-90 days out	$ 293.00
14.00R20XL Samson 20 Ply GL73 on/off A/P-87305	$ 356.00
175/80D13 Duro bias-35502131756- 90 days out	$ 55.00
225/70 R19.5 **14PLY** Cooper RoadMaster RM170AP-95803	$ 189.00
245/70 R 19.5 **14PLY** Cooper RoadMaster RM170AP-95801	$ 205.00
265/65/R18 **LT** Cooper Discover SRX (P METRIC)-90000022268	$ 140.00
265/70 R18 **LT** Cooper Discover AT3-10 ply -90000019983	$ 155.00
275/65 R18 Cooper Discover AT3-51750	$ 165.00
275/70/R18 Cooper Discover AT3-10 ply-90000008309	$ 167.00
315/**80** R22.5 Cooper RoadMaster RM185HH-AP-18 ply-91822	$ 282.00
315/80 22.5 Cooper RoadMaster RM185HH-AP-18 ply-91822	$ 282.00
385/65/R22.5 Cooper RoadMaster RM230WB-20 ply-93438	$ 330.00
425/65 R22.5 Cooper RoadMaster RM230WB- 20ply-93442	$ 393.00
P265/65R18 Cooper Discover SRX-90000022268	$ 140.00
XZL 24 R21 Michelin XZL	$ 5,075.60

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Phillip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Phillip Nussbaum

Company Representative's Name: Phillip Nussbaum

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

35.2 Section II (Tire Replacement): Cars & Trucks.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	75
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
225/65 R17 Cooper CS3 Touring-90000019335	$ 105.00
235/55 R17 **(Standard)** Cooper CS5 Ultra Tour-90000020869	$ 111.00
235/70 R16 **(Kumho or approved equal)** Kumho TA11-2183303 90days out	$ 95.00
235/70 R16 Cooper Discover HT-50503	$ 102.00
245/75/R16 Cooper Discover HT-50527	$ 103.00
245/75/R17 Cooper Discover HT3-10 ply-90000008313	$ 153.00
255/70 R18 Cooper Discover AT3-51775	$ 150.00
265/70 R15 Cooper Discover HT-50525	$ 113.00
265/70 R16 Cooper Discover HT-50536	$ 114.00
265/70 R17 Cooper Discover HT-50538	$ 122.00
265/75/R16 Cooper Discover HT-50526	$ 104.00
LT 225/70 R16 Kumho TA 11 (p metric)-2183143	$ 89.00
LT 225/75 R16 Cooper Discover HT-10ply-50506	$ 124.00
LT 245/75 R16 Cooper Discover HT3-10 ply-90000008304	$ 130.00
LT 245/75 R17 Cooper Discover HT3-90000008313	$ 153.00
P 235/70 R17 Cooper Discover SRX Sport-90000022264	$ 129.00
P 235/75 R16 Cooper Discover HT-50526	$ 105.00
P 245/70 R17 Cooper Discover HT-50531	$ 117.00
P 255/70 R18 Cooper Discover AT3-51775	$ 150.00
P 265/65 R17 Cooper Discover AT3-51747	$ 135.00
P 265/70 R17 Cooper Discover HT-50538	$ 122.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79109-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

35.3 Section III (Tire Replacement): Trailers & Other.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal

Estimated Numbers of Service Calls during a 12 month period	75
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire 205/90D15	**Unit Cost**
7.00/15ST (River Containment Trailer) Gladiator QR-15-1942042092	$ 70.00
DS2100 **225/75 R15 (Rescue Trailer)** Gladiator QR25-10ply-1142002253	$ 71.00
F78-14 (Aluminum Boat) 205/75R14-6ply Gladiator QR25-1142002041	$ 57.00
4.80-12 (Boat 139) Kanati-6ply-T1214E	$ 42.00
ST 225/75 R15 (Cascade Trailer) Gladiator QR25-8ply-1142002252	$ 69.00
205/75 R15 (Fire Prevention Trailer) Gladiator QR25- 8ply-1142002051	$ 62.00
225/75 R15 (Rescue Trailer) Gladiator QR25-8 ply-1142002252	$ 69.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

35.4 Section IV (Tire Repair) – Schedule for Fire Engines and Ambulances

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Repair (per tire) Tire Sizes	
11R 22.5 **16PLY**	$ 20.00
12R22.5	$ 20.00
14.00R20XL	$ 30.00
175/80D13	$ 10.00
225/70 R19.5 **14PLY**	$ 10.00
245/70 R 19.5 **14PLY**	$ 10.00
265/65/R18 **LT**	$ 10.00
265/70 R18 **LT**	$ 10.00
265/70 R18	$ 10.00
275/65 R18	$ 10.00
275/70/R18	$ 10.00
315/38 R22.5	$ 20.00
315/80 22.5	$ 20.00
385/65/R22.5	$ 30.00
425/65 R22.5	$ 30.00
P265/65R18	$ 10.00
XZL 24 R21	$ 40.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo. TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

35.5 Section V (Tire Repair): Cars & Trucks

Estimated Numbers of Service Calls during a 12 month period	75
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Repair (per tire) Tire Sizes	
225/65 R17	$ 10.00
235/55 R17	$ 10.00
235/70 R16	$ 10.00
235/70 R16	$ 10.00
245/75/R16	$ 10.00
245/75/R17	$ 10.00
255/70 R18	$ 10.00
265/70 R15	$ 10.00
265/70 R16	$ 10.00
265/70 R17	$ 10.00
265/75/R16	$ 10.00
LT 225/70 R16	$ 10.00
LT 225/75 R16	$ 10.00
LT 245/75 R16	$ 10.00
LT 245/75 R17	$ 10.00
P 235/70 R17	$ 10.00
P 235/75 R16	$ 10.00
P 245/70 R17	$ 10.00
P 255/70 R18	$ 10.00
P 265/65 R17	$ 10.00
P 265/70 R17	$ 10.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

35.6 Section VI (Tire Repair): Trailers & Other.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Repair (per tire) Tire Sizes	
7.00/15ST (River Containment Trailer)	$ 10.00
DS2100 **225/75 R15 (Rescue Trailer)**	$ 10.00
F78-14 (Aluminum Boat)	$ 10.00
4.80-12 (Boat 139)	$ 10.00
ST 225/75 R15 (Cascade Trailer)	$ 10.00
205/75 R15 (Fire Prevention Trailer)	$ 10.00
225/75 R15 (Rescue Trailer)	$ 10.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

36.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

[X] 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

Philip Nussbaum — Name
Signature — Date: 1-5-16

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.

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

37.0 Tab D

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 Phillip Nussbaum
(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 31st day of December 20 15.

Notary Public

My commission expires:

10-17-19

KAYE MCCOLL
My Commission Expires
October 17, 2019

38.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ___ New Submission or __ Correction or __ Update to previous submission.**

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

First: Phillp M.I. A Last: Nussbaum Suffix: _____

***2. Contract Information.**

a) Contract or project name: Tire Replacement & Repair Services- Fire Department- #FY16-025

b) Originating department: City of Laredo- Purchasing Division

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

A to Z Tire & Battery, Inc

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Philip Nussbaum Title: President

Company Name or DBA: A to Z Tire & Battery, Inc Date: 1-5-16

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

39.0 Tab F

ANNUAL SERVICE CONTRACT
TIRE REPLACEMENT & REPAIR SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and A to Z Tire & Battery, Inc (Company name), of the City of Amarillo, County of Potter, State of Texas, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Tire Replacement & Repair Services" - FY16-025. The contractor shall provide tire replacement and repair services for the Fire Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY16-025 (Attachment A) and the bid submitted by A to Z Tire & Battery, Inc (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name: A to Z Tire & Battery, Inc
Owner Name: Philip Nussbaum
Address: 812 SW 4th
City, State, Zip Code: Amarillo, TX 79101-1216

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. 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.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 5th day of January 2016.

A to Z Tire & Battery, Inc
Provider/Firm (Typed)

Signature

Philip Nussbaum
Signature (Typed)

Title: President

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

806-373-2592
Telephone Number:

806-373-6504
Fax Number

ATTEST:

Doanh "Zone" T. Nguyen
Acting City Secretary

CITY OF LAREDO, TEXAS

Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

40.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 13, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 14, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Tire Replacement & Repair Services – Fire Department
FY16-025

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

34.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) A to Z Tire & Battery, Inc

Signature of person authorized to sign bid [signature] Date 1-5-16

Print Name of person authorized to sign bid Philip Nussbaum

Title: President

Business Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Telephone Number: 806-373-2592 Fax Number: 806-373-6504

Contact Person Email Address: pnussbaum@atoztire.com

Federal Tax ID Number: 75-1243053

Bidders Principal/Corporate Place of Business Address: 812 SW 4th Amarillo, TX 79101-1216

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: Since 1953

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 & 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

35.0 Tab B Price Schedule

35.1 Section I (Tire Replacement) – Schedule for Fire Engines and Ambulances
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
11R 22.5 **16PLY** Samson 16ply GL282A LH/AP-885352	$ 197.00
12R22.5 Samson 16ply GL282A-885082	$ 220.00
14.00R20XL Samson 20 Ply GL73 on/off A/P-87305	$ 356.00
175/80D13 Duro bias-35502131756- 90 days out	$ 55.00
225/70 R19.5 **14PLY** Samson 14ply GL283A-61128015	$ 129.00
245/70 R 19.5 **14PLY** Samson 16 ply GL283A-61108020	$ 140.00
265/65/R18 **LT** Cooper Discover SRX (P METRIC)-90000022268	$ 140.00
265/70 R18 **LT** Kanati Trail Hog-LTG1826510	$ 154.00
275/65 R18 Duro DL6210 HT -8662101827565	$ 112.00
275/70/R18 Cooper Starfire SF510-90000001970-10 ply	$ 150.00
315/**80** R22.5 Samson 18ply GL282A-885322	$ 233.00
315/80 22.5 Samson 18ply GL282A-885322	$ 233.00
385/65/R22.5 Samson-18ply GL286A-88210-2	$ 283.00
425/65 R22.5 Samson-20ply GL286A-882152	$ 340.00
P265/65R18 Cooper Discover SRX-90000022268	$ 140.00
XZL 24 R21 Michelin XZL	$ 5,075.60

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Phillp Nussbaum

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

35.2 Section II (Tire Replacement): Cars & Trucks.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire	**Unit Cost**
225/65 R17 LVG Performax-LG135	$ 75.00
235/55 R17 **(Standard)** LVG Catchpower-LG063	$ 73.00
235/70 R16 **(Kumho or approved equal)** Kumho TA11-2183303 90days out	$ 95.00
235/70 R16 LVG Performax-LG129	$ 76.00
245/75/R16 API Advanta AT-1952234760	$ 95.00
245/75/R17 Duro DL6000-10ply-8660001724575E	$ 114.00
255/70 R18 Duro DL66120-8661201825570-90 Days out	$ 102.00
265/70 R15 Cooper Discover HT-50525	$ 113.00
265/70 R16 LVG Performax-LG132	$ 88.00
265/70 R17 LVG Performax-LG140	$ 94.00
265/75/R16 Cooper Starfire-51040	$ 105.00
LT 225/70 R16 Kumho TA 11 (p metric)-2183143	$ 89.00
LT 225/75 R16 LVG Catchfors AT-10 ply-LG120	$ 88.00
LT 245/75 R16 LVG Catchfors AT-10ply-LG121	$ 98.00
LT 245/75 R17 Duro DL6000-10ply-8660001724575E	$ 114.00
P 235/70 R17 API Advanta AT-1952237735	$ 94.00
P 235/75 R16 Cooper Discover HT-50526	$ 105.00
P 245/70 R17 Atturo AZ600 -0043320	$ 94.00
P 255/70 R18 Duro DL6120-8661201825570	$ 102.00
P 265/65 R17 Powertrac SUV-P0023H1	$ 88.00
P 265/70 R17 Powertrac-P0099H1	$ 91.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Phillip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79109-1216

Company Authorized Representative's Signature: Phillip Nussbaum

Company Representative's Name: Phillip Nussbaum

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

35.3 Section III (Tire Replacement): Trailers & Other.
Brands: Goodyear, Michelin, or any other U.S. manufactured tire or approved equal

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Replacement (per tire) Tire Sizes And Cost of New Tire 205/90D15	**Unit Cost**
7.00/15ST (River Containment Trailer) Gladiator QR-15-1942042092	$ 70.00
DS2100 **225/75 R15 (Rescue Trailer)** Gladiator QR25-10ply-1142002253	$ 71.00
F78-14 (Aluminum Boat) 205/75R14-6ply Gladiator QR25-1142002041	$ 57.00
4.80-12 (Boat 139) Kanati-8ply-T1214E	$ 42.00
ST 225/75 R15 (Cascade Trailer) :Powertrac-10ply-TT273W1-90 days out	$ 59.00
205/75 R15 (Fire Prevention Trailer) Powertrac-8ply-TT271W1-90days out	$ 54.00
225/75 R15 (Rescue Trailer) Powertrac-10ply-TT273W1-90 Days out	$ 59.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

35.4 Section IV (Tire Repair) – Schedule for Fire Engines and Ambulances

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Repair (per tire) Tire Sizes	
11R 22.5 **16PLY**	$ 20.00
12R22.5	$ 20.00
14.00R20XL	$ 30.00
175/80D13	$ 10.00
225/70 R19.5 **14PLY**	$ 10.00
245/70 R 19.5 **14PLY**	$ 10.00
265/65/R18 **LT**	$ 10.00
265/70 R18 **LT**	$ 10.00
265/70 R18	$ 10.00
275/65 R18	$ 10.00
275/70/R18	$ 10.00
315/38 R22.5	$ 20.00
315/80 22.5	$ 20.00
385/65/R22.5	$ 30.00
425/65 R22.5	$ 30.00
P265/65R18	$ 10.00
XZL 24 R21	$ 40.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Philip Nussbaum

Company Representative's Name: Philip Nussbaum

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

35.5 Section V (Tire Repair): Cars & Trucks

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 50.00
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Repair (per tire) Tire Sizes	
225/65 R17	$ 10.00
235/55 R17	$ 10.00
235/70 R16	$ 10.00
235/70 R16	$ 10.00
245/75/R16	$ 10.00
245/75/R17	$ 10.00
255/70 R18	$ 10.00
265/70 R15	$ 10.00
265/70 R16	$ 10.00
265/70 R17	$ 10.00
265/75/R16	$ 10.00
LT 225/70 R16	$ 10.00
LT 225/75 R16	$ 10.00
LT 245/75 R16	$ 10.00
LT 245/75 R17	$ 10.00
P 235/70 R17	$ 10.00
P 235/75 R16	$ 10.00
P 245/70 R17	$ 10.00
P 255/70 R18	$ 10.00
P 265/65 R17	$ 10.00
P 265/70 R17	$ 10.00

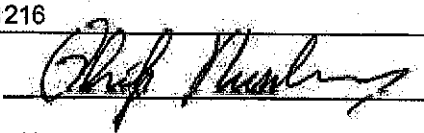
***********Bid Price Schedule Section V must be completely filled out in order to be considered***

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: 

Company Representative's Name: Philip Nussbaum

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

35.6 Section VI (Tire Repair): Trailers & Other.

Estimated Numbers of Service Calls during a 12 month period	**75**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 20.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	50.00 $
Holiday/Weekend Service Call Rate	$ 50.00
Front and Rear Tire Repair (per tire) Tire Sizes	
7.00/15ST (River Containment Trailer)	$ 10.00
DS2100 **225/75 R15 (Rescue Trailer)**	$ 10.00
F78-14 (Aluminum Boat)	$ 10.00
4.80-12 (Boat 139)	$ 10.00
ST 225/75 R15 (Cascade Trailer)	$ 10.00
205/75 R15 (Fire Prevention Trailer)	$ 10.00
225/75 R15 (Rescue Trailer)	$ 10.00

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

Company Name: A to Z Tire & Battery, Inc

Owner/President Name: Philip Nussbaum

Company Address: 812 SW 4th

City, State, Zip Code: Amarillo, TX 79101-1216

Company Authorized Representative's Signature: Phil Nussbaum

Company Representative's Name: Philip Nussbaum

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

36.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

[X] 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.

Philip Nussbaum — Name
Signature — Date: 1-5-16

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.

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

37.0 Tab D

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 Philip Nussbaum
(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 31st day of December 20 15.

Notary Public

My commission expires:

10-17-19

KAYE MCCOLL
My Commission Expires
October 17, 2019

38.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First: Philip M.I. A Last: Nussbaum Suffix:

***2. Contract Information.**

a) Contract or project name: Tire Replacement & Repair Services- Fire Department- #FY16-025

b) Originating department: City of Laredo- Purchasing Division

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

A to Z Tire & Battery, Inc

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Philip Nussbaum **Title:** President

Company Name or **DBA:** A to Z Tire & Battery, Inc **Date:** 1-5-16

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet Department General Manager, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract FY16-029 for the purchase of recapped tires for the City's fleet vehicles to the low bidder meeting specifications, Southern Tire Mart, Laredo, Texas, in an amount up to $ 162,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for five (5) additional one (1) year periods upon mutual agreement. All recapped tires will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids for awarding an annual contract to purchase 11R22.5 recapped tires for city vehicles. All recapped tires will be secured on an as-needed basis. Although Wingfoot Commercial Tire submitted a low bid, the tire recap method specified did not meet the City's specifications and their recap method did not meet the tire depth specified by the City of Laredo. Staff has reviewed the bids submitted and is recommending awarding the bid to the low bidder meeting specifications Southern Tire Mart which will deliver from their local store.

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

writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. 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.

Summary:

	Southern Tire Mart	GCR Tires	Wingfoot Commercial
Description	Unit Price	Unit Price	Unit Price
11R22.5-27/32- Thread Depth Recapped Tire	$ 179.00	$ 189.00	$ 140.00
Spot Repairs	No Charge	$ 5.20	$ 1.00
120 Repairs	$ 5.00	$ 15.34	$ 10.00
124 Repairs	$ 9.00	$ 17.50	$ 13.00
140 Repairs	$ 11.00	$ 29.00	$ 17.00
Nail Hole Repairs	$ 3.00	No Charge	$ 4.50

A To Z Tire submitted a “No Bid” Proposal.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 59328105332072

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

Contract FY16-029
Bid Tab FY16-029

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

RECAPPED TIRES
FLEET DEPARTMENT

Public Notice

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

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Recapped Tires – Fleet Department
FY16-029

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of recapped tires for the City's Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 21, 2016** and all bids received will be **opened** and read publicly on **January 22, 2016 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Recapped Tires – Fleet Department
FY16-029

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF DECEMBER 2015.

Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Recapped Tires
Fleet Department

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the purchase of recapped tires for the Fleet Department.

Fleet Department Point of Contact: Jack Dunn (956) 727-6455 or email: jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 12, 2016 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 Contract Provisions

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

16.0 Applicable Specifications

Acceptable retreading applications Bandag BDYI and Michelin XDY1 or approved equal.

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

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

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

17.0 Payment and Invoicing

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

17.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

17.4 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

18.0 Delivery or Pickup

The contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 8:00 AM to 5:00 PM; delivery shall be completed by 5:00PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

18.1 Contractor shall furnish a delivery or pickup receipt that must be signed by an authorized city personnel.

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

19.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

19.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply 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 less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

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

24.0 Tab B Price Schedule

24.1 Section I – Recapped Tires Bid Price Schedule.

Item	Description	Est. Qty.	Unit Price	Total	Type of Recapping Method
1	11R22.5 – 27/32 Thread Depth Recapped Tires as per Specs.	900	$	$	
2	Spot Repairs	1	$	$	
3	120 Repairs	1	$	$	
4	124 Repairs	1	$	$	
5	140 Repairs	1	$	$	
6	Nail Hole Repair	1	$	$	
	Total Section I			$	

Optional: Buyback payment price for old tire casings (Paid to City) $_____ (other than 11R22.5)

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

25.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

☐ **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.**

Name _____ **Signature** _____ **Date** _____

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.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

26.0 Tab D **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 _____
(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_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

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

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: _____ **Title:** _____

Company Name or DBA:_____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Recapped Tires – Fleet Department
FY16-029

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

CITY OF LAREDO
PURCHASING DIVISION

TO BE SERVICED BY:
SOUTHERN TIRE MART, LLC
1350 REGIONAL DRIVE
LAREDO, TX 78045
956-718-1050 PHONE

LAREDO, TEXAS
1755

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

#2

ORIGINAL

RECAPPED TIRES
FLEET DEPARTMENT

Public Notice

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

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Recapped Tires – Fleet Department
FY16-029

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the purchase of recapped tires for the City's Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 21, 2016** and all bids received will be **opened** and read publicly on **January 22, 2016 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Recapped Tires – Fleet Department
FY16-029

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF DECEMBER 2015.

Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Recapped Tires
Fleet Department

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the purchase of recapped tires for the Fleet Department.

Fleet Department Point of Contact: Jack Dunn (956) 727-6455 or email: jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 12, 2016 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 Contract Provisions

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

16.0 Applicable Specifications

Acceptable retreading applications Bandag BDYI and Michelin XDY1 or approved equal.

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

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

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

17.0 Payment and Invoicing

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

17.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

17.4 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

18.0 Delivery or Pickup

The contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 8:00 AM to 5:00 PM; delivery shall be completed by 5:00PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

18.1 Contractor shall furnish a delivery or pickup receipt that must be signed by an authorized city personnel.

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

19.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

19.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply 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 less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business): Southern Tire Mart, LLC

Signature of person authorized to sign bid: _____ Date: 01/18/16

Print Name of person authorized to sign bid: Richard Conwill

Title: Director of Government Sales

Business Address: 13501 Regional Drive @ I-35

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 877-786-4681 Fax Number: 214-389-7111

Contact Person Email Address: rconwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 529 Industrial Park Road, Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: ✓

If other state business status: Limited Liability Company

State how long under its present business name: 13 Years

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

None

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

24.0 Tab B Price Schedule

24.1 Section I – Recapped Tires Bid Price Schedule.

Item	Description	Est. Qty.	Unit Price	Total	Type of Recapping Method
1	11R22.5 – 27/32 Thread Depth Recapped Tires as per Specs.	900	$179.00	$ 161,100.00	Bandag Pre-Cure
2	Spot Repairs	1	$0.00	$ 0.00	Bandag Pre-Cure
3	120 Repairs	1	$5.00	$ 5.00	Bandag Pre-Cure
4	124 Repairs	1	$9.00	$ 9.00	Bandag Pre-Cure
5	140 Repairs	1	$11.00	$ 11.00	Bandag Pre-Cure
6	Nail Hole Repair	1	$3.00	$ 3.00	Bandag Pre-Cure
	Total Section I			$ 161,128.00	

Optional: Buyback payment price for old tire casings (Paid to City) $ Varies depending on size (other than 11R22.5)

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Tommy Duff and Jim Duff

Company Address: 529 Industrial Park Road

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

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

25.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

☑ 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.

Richard Conwill — Name
Signature
1/18/16 — Date

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.

OFFICE USE ONLY
Date Received

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

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

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

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

Name of Officer

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

26.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

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

Being first duly sworn, deposes and says:

That he/she is Richard Conwill, Director of Government Sales
(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 18th day of January 20 16.

Notary Public

My commission expires:

Aug. 20, 2019

STATE OF MISSISSIPPI
RUSTY ROBERTSON
ID No
113483
NOTARY PUBLIC
Comm Expires
August 20, 2019
MARION COUNTY

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

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

***2. Contract Information:**

a) Contract or project name: FY16-029 Retread Tires

b) Originating department: Purchasing Division

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

Southern Tire Mart, LLC

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Richard Conwill **Title:** Director of Government Sales

Company Name or DBA: Southern Tire Mart, LLC **Date:** 1/18/2016

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Recapped Tires – Fleet Department
FY16-029

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

BANDAG® DEALER NATIONAL WARRANTY

Every tire retreaded and/or repaired by the Bandag process and by a franchised dealer of Bandag, Incorporated after January 1, 1998 (as evidenced by the DOT code) is warranted by that dealer (subject to all of the terms of this warranty) against:
A) Failure due to defects in workmanship and materials, other than casing defects, for a period of 4 years (2 years for Intermodal™ and InterTransit Trailer™ retreads); B) failure due to casing defects, for a period of 2 years.
In each case commencing on the date of retread manufacture or, if proof of purchase is provided, the date of purchase.

WARRANTY CREDIT CALCULATION

In the event of any warranted tire failure, credit will be issued toward the price of a comparable (in both tread design and tread depth) Bandag retread. The credit will be the "Warranty Credit Base" times the percent due. The "Warranty Credit Base" for tires other than Intermodal and InterTransit Trailer (ITT), will be the original purchase price of the tire if the conditions to "Cap and Casing" coverage are met and, otherwise, 58% off the Bandag Suggested Truck/Light Truck Price* for the retread and/or repairs at the time of presentation of the defective tire for warranty adjustment.
**The "Warranty Credit Base" for Intermodal, ITT or items not listed in the Bandag Suggested Truck/Light Truck Price List will be the original purchase price of the tire if conditions to "Cap and Casing" coverage are met, otherwise the price for the same or comparable retread at the Bandag dealer to which the defective tire is presented.*

WORKMANSHIP & MATERIAL RELATED FAILURE

Retreads (with the exception of Intermodal and ITT), failing due to defects in workmanship or materials, other than casing defects: ("Cap and Casing" coverage is available only if the retread was manufactured by a franchised dealer of Bandag, Inc. and/or the customer provides proof of purchase which separately itemizes the cost of the tires purchased. For purposes of this warranty, proof of purchase is the customer's original copy of the retread invoice or, in trade vehicle situations, the vehicle bill of sale.)

1. If the tread has not separated from the casing:
   *Percentages are of usable tread depth

Remaining Tread*	Percent Due
100% to 75%	100%
74% down to 5/32nds of usable tread	Percentage of usable tread depth remaining
4/32nds and below	0%

2. If the tread has separated from the casing:

Period from Retread Mfg Date or *(if proof of purchase is provided)* date of purchase to warranty adjustment date	Percent Due
1st through 16th weeks	100%
17th through 32nd weeks	75%
33rd through 48th weeks	50%
49th through 64th weeks	25%
more than 64 week	0%

CASING RELATED FAILURE

Retreads (with the exception of Intermodal and ITT), failing due to casing defects:

1. If the tread has not separated from the casing:
   *Percentages are of usable tread depth

Remaining Tread*	Percent Due
100% to 75%	100%
74% down to 50%	Percentage of usable tread depth remaining
49% and below	0%

2. If the tread has separated from the casing:

Period from Retread Mfg Date or *(if proof of purchase is provided)* date of purchase to warranty adjustment date	Percent Due
1st through 12th weeks	100%
13th through 24th weeks	80%
more than 24 week	0%

INTERMODAL & INTERTRANSIT TRAILER (ITT)

The "Warranty Credit Base" for Intermodal and ITT retreads will be the original purchase price of the tire if conditions to "Cap and Casing" coverage are met, otherwise the price for the same or comparable retread at the Bandag dealer to which the defective tire is presented.

Period from Retread Mfg Date or (if proof of purchase is provided) date of purchase to warranty adjustment date	Percent Due
1 year or less	100%
Over 1 year and up to 2 years	50%
Over 2 years	0%

TRADE VEHICLE WARRANTY

In situations where retreads are sold as part of a vehicle sale, credit will be given for the retread only according to the warranty guidelines specified in the Warranty Credit Calculation section. If in the same situation, the customer provides proof of purchase consisting of a vehicle bill of sale that does not separately itemize the cost of the tires, the credit other-wise available hereunder will be increased by the applicable* casing allowance shown:

Tire Size	Casing Allowance for 1st Time Retread	2nd or More Retread
8.25R20, 9.00R20, 9R22.5 and 10R22.5	$25.00	$15.00
10.00R20	$45.00	$20.00
11.00R20 & 10.00R20	$55.00	$25.00
295/75R22.5 & 11R22.5	$60.00	$30.00
285/75R24.5 & 11R24.5	$65.00	$35.00

**Casing allowances as provided in above table are not subject to proration. Casing allowances are subject to change per notification by Bandag, Inc.*

WARRANTY EXCLUSIONS

This warranty does not cover (a) failure of retreads used in other than normal operating conditions, or (b) tire failures due to the following causes:

1. Road hazard (i.e. cuts, snags, bruises, punctures, impact breaks)
2. Improper inflation
3. Wheel misalignment
4. Repairs installed by a non-Bandag dealer
5. Incorrect or improper mounting
6. Vehicle Damage
7. Damage caused by abuse, neglect, collision, fire, curbing, vandalism or chemical corrosion

Customers participating in a Bandag, Inc. national account program, or in any other retread program with Bandag dealers that includes warranty provisions, are not eligible for the protection of this warranty.

OWNERS OBLIGATIONS

The customer will obtain an adjustment under this warranty only if: 1) The tire falls on the road and is presented to the closest authorized Bandag dealer, which is located more than 100 road miles from the Manufacturing Dealer's shop; or 2) the customer's facilities are located more than 100 road miles from the Manufacturing Dealer's retreading shop and the customer presents the tire to a Bandag dealer in the area of the customer's facilities. The "Manufacturing Dealer" is the Bandag dealer which performed the retreading and/or repair.

DISCLAIMERS

A credit calculated according to the terms of this warranty is the customer's sole remedy, and the sole liability of Bandag dealers, for any breach of this warranty. Service or labor charges (e.g., for dismounting, mounting, balancing), and all applicable taxes, are the responsibility of the customer.
This warranty is the only warranty given on Bandag retreads. Bandag dealers disclaim any implied warranty of merchantability or fitness for particular purpose. ***BANDAG DEALERS SHALL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE OF TIRES OR EQUIPMENT, DOWNTIME OR OTHER FORMS OF ECONOMIC LOSSES, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.***

BANDAG DEALER NATIONAL WARRANTY

DISPUTES BETWEEN CUSTOMERS AND DEALERS

If the customer and dealer disagree on whether the retread is adjustable, the customer should call the Bandag Warranty Department, using the toll free number and request assistance.

Bandag Dealer National Warranty Department
Toll Free - 1-800-523-6366, ext. 2
7 a.m. – 5 p.m. CST

Bandag Emergency Tire Assistance Department
Toll Free - 1-800-822-6324 (U.S.) 1-800-544-4142 (Canada)
24-Hour Operations

Bid Tabulation FY16-029
Recapped Tires-Fleet Dept.
January 22, 2016 @ 4:00 PM

	Recapped Tires		**A to Z Tire Amarillo, TX**		**Southern Tire Mart Columbia, MS**		**Wingfoot Commercial Tire Fort Smith, AZ**		**GCR Tire Laredo, TX**	
Item	Description	Qty	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	11R22.5-27/32 Recapped Tires	900	No Bid	No Bid	$ 179.00	$ 161,100.00	$ 140.00	$ 126,000.00	$ 189.00	$ 170,100.00
2	Spot Repairs	1			$ -	$ -	$ 1.00	$ 1.00	$ 5.20	$ 5.20
3	120 Repairs	1			$ 5.00	$ 5.00	$ 10.00	$ 10.00	$ 15.34	$ 15.34
4	124 Repairs	1			$ 9.00	$ 9.00	$ 13.00	$ 13.00	$ 17.50	$ 17.50
5	140 Repairs	1			$ 11.00	$ 11.00	$ 17.00	$ 17.00	$ 29.00	$ 29.00
6	Nail Hole Repair	1			$ 3.00	$ 3.00	$ 4.50	$ 4.50	$ -	$ -
	Total Section I					$ 161,128.00		$ 126,045.50		$ 170,167.04

City Council-Regular

Meeting Date: 02/16/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: John Porter, Acting Environmental Services Director, Miguel Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract FY14-020 to Nick Benavides, Laredo, Texas to provide mowing and maintenance of the Chacon Creek Hike and Bike Trail. This contract is for an estimated amount of $161,988.00 and the maintenance area is approximately 32 acres of land which includes all areas on or next to Chacon Creek Trail. This will be the first and last - one year extension option upon mutual agreement from both parties and there is no price increase. Funding is available in the Environmental Services Departmental Budget

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

First extension was awarded on February 2, 2015

BACKGROUND

The Chacon Creek Hike and Bike trail is located in East & South Laredo. The contract area is approximately 32 acres of land and this includes all areas where trails exis whether it's concrete or asphalt and areas in or next to Chacon Creek. Maintenance is from Eastwoods Park just north of Clark Blvd. and South to Haynes Recreations Center and from Highway 359 South to the Rio Grande River all along the Chacon Creek Hike and Bike Trail. First initial cut total was $48,499.00 and monthly cuts at $13,499.00 equals to $161,988.00 per year.

This will be the second and final extension periods upon mutual agreement of the parties.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be renewed

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	y
Source of Funds:	
Account #:	249 3870 543 5537
Change Order: Exceeds 25% Y/N:	n

FINANCIAL IMPACT:

Funds are available in the Environmental Department's contractual services budget. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
Account Number: 249-3870-543-5537

Attachments

14-020 second extension

City of Laredo

Finance Department

Purchasing Division

January 26, 2016

Nick Benavides
PO Box 450392
Laredo, Texas 78045

Re: Bid: Chacon Creek Hike & Bike Trail
FY14-020
Awarded by City Council on December 2, 2013

Mr. Benavides:

A one year contract for providing mowing and maintenance of the Chacon Creek Hike and Bike Trail was awarded to your company on December 2, 2013. This contract area is approximately 32 acres of land and this includes all area where trails exist where it's concrete of asphalt and areas in or next to Chacon Creek. Maintenance is from Eastwoods Park just north of Clark Blvd. and South to Haynes Recreation Center and from Highway 359 South to the Rio Grande River all along the Chacon Creek Hike and Bike Trail.

The City of Laredo, bid specifications included an option to extend the term of this contract for an additional (2) one year periods upon mutual consent of both parties. This will be the second and final extensions.

This letter is a formal request by the City of Laredo to extend contract FY14-020 with the same **specifications** and **pricing** for additional (12) months. Please indicate your desire to accept or reject this contract extension.

If you have any questions regarding this matter, please contact me at (956) 794-1731.

Sincerely,

Miguel Pescador
Purchasing Agent

Xc Purchasing File

Nick Benavides

Accept ✓ Reject _____

Authorized Signature: Nick R

Print Name: NICK BENAVIDES

Date: 1/24/16

Motions **25.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond Garner, Chief of Police, Miguel Pescador, Purchaisng Agent

SUBJECT

Consideration to award contract numbers FY16-023 Police Department's Uniform Laundry Services and FY16-024 Dry Cleaning Services (Non Uniform) for Police Department to Holguin Cleaners, Laredo, Texas in the amount of $7,750.00 per month for providing laundry and dry cleaning services for non uniform and uniform police officers. The term of these contracts shall be for a two (2) year period and can be extended an additional two (2) years upon mutual agreement of both parties. Funding is available in the Police Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City currently contracts with Holguin Cleaners to provide dry cleaning and laundry services for all police officers in accordance to the provisions of the collective bargaining agreement. An annual contract was awarded back in December 2, 2013 to this vendor to provide these services. The City received four(4) bids for bid FY16-023 and three (3) bids for bid FY16-024. Low bidder on both bids was Holguin Cleaners.

FY16-023 Uniform Laundry Services(first and second year)

Uniform Officers	Cost/Mth.	Annual Total
Holguin Cleaners	$ 4,250.00	$ 51,000.00
La Central Cleaners	$ 15,860.00	$ 190,320.00
Spotless Dry Cleaners	$ 6,240.00	$ 74,880.00
Valu Care Cleaners	$ 15,340.00	$ 184,080.00

FY16-024(first and second year)

Non-Uniform Officers	Cost/Mth.	Annual Total
Holguin Cleaners	$ 3,500.00	$ 42,000.00
La Central Cleaners	$ 11,812.50	$ 23,520.00
Spotless Dry Cleaners	$ 3,937.50	$ 47,250.00

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	y
Source of Funds:	y
Account #:	101-2366-523-1800
Change Order: Exceeds 25% Y/N:	n

FINANCIAL IMPACT:

Funds are available in the Police Department's contractual services, linen and laundry service line item budget. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
Linen and Laundry Service
Account Number: 101-2366-523-1800

Attachments

FY16-23/24

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
2/22/2016	Consideration to award contract numbers FY16-023 Police Departments Uniforms Laundry Services and FY16-024 Dry Cleaning Services (Non Uniform) for Police Department to Holguin Cleaners, Laredo, Texas in the estimated annual amount of $ 93,000.00 per year for providing laundry and dry cleaning services for non uniform and uniform police officers. The term of these contracts shall be for a two year period and can be extended addition two years upon mutual agreement of both parties. Funding is available in the Police Department Budget.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo, Deputy City Manager	Raymond Garner, Chief of Police Miguel Pescador, Purchasing Agent

PREVIOUS COUNCIL ACTION: Bids FY14-003 and 14-004 Awarded by Council on December 2013.

BACKGROUND: The City currently contracts with Holguin Cleaners to provide dry cleaning and laundry services for all police officers in accordance to the provisions of the collective bargaining agreement. An annual contract was awarded back in December 2, 2013 to this vendor to provide these services. The City received four(4) bids for bid FY16-023 and three (3) bids for bid FY16-024. Low bidder on both bids was Holguin Cleaners.

FY16-023 Uniform Laundry Services(first and second year)

Uniform Officers	Cost/Mth.	Annual Total
Holguin Cleaners	$ 4,250.00	$ 51,000.00
La Central Cleaners	$ 15,860.00	$ 190,320.00
Spotless Dry Cleaners	$ 6,240.00	$ 74,880.00
Valu Care Cleaners	$ 15,340.00	$ 184,080.00

FY16-024(first and second year)

Non-Uniform Officers	Cost/Mth.	Annual Total
Holguin Cleaners	$ 3,500.00	$ 42,000.00
La Central Cleaners	$ 11,812.50	$ 23,520.00
Spotless Dry Cleaners	$ 3,937.50	$ 47,250.00

FINANCIAL IMPACT:

Funds are available in the Police Department's contractual services, linen and laundry service line item budget. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Linen and Laundry Service

Account Number: 101-2366-523-1800

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that these contracts be awarded.

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rosario C. Cabello, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual supply contract FY16-031 to the low bidder, Sunshine Window Cleaning Services, San Antonio, Texas in an amount up to $ 25,000.00, for providing window cleaning services for several municipal buildings. These services will be purchased on an as needed basis by the Police Department, Public Library, City Hall, Bridge I, and Transit Center. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has six (6) extension renewal option periods, upon mutual agreement. Funding is available in various Department Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids for providing window cleaning services at the Police Department, Public Library, City Hall, El Portal Administration, and Transit Center. It is recommended that this contract be awarded to the lowest bidder Sunshine Window Cleaning Services.

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 six, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Summary:

	Sunshine Window Cleaning	Jack & Joe's Window Cleaning	International Building Services	Nick Benavides
Building Location	Unit Price	Unit Price	Unit Price	Unit Price
City Hall - Exterior Window Cleaning	$ 900.00	$ 875.00	$ 840.00	$ 900.00
City Hall – Interior Window Cleaning	$ 125.00	$ 240.00	$ 235.00	$ 250.00
Police Dept Building – Exterior Window Cleaning	$ 800.00	$ 875.00	$ 840.00	$ 900.00
Police Dept Building – Interior Windows	$ 500.00	$ 550.00	$ 520.00	$ 560.00
Library Building – Exterior Window Cleaning	$ 600.00	$ 775.00	$ 750.00	$ 800.00
Transit Center – Exterior Window Cleaning	$ 820.00	$ 820.00	$ 785.00	$ 840.00
El Portal Administration Building-Exterior Window Cleaning	$ 2,500.00	$ 3,000.00	$ 2,992.00	$ 3,200.00
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Option 1 Rental of Aerial Mobile Platform (Boom, etc.)	$ 215.00	$ 53.13	$ 53.00	$ 65.00
Option 2 Canopy Cleaning (2) at the Transit Center	$ 300.00	$ 340.00	$ 350.00	$ 550.00

A Complete Bid Tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55340105832010

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Fiscal Year: 2016

Bugeted Y/N?: Yes
Source of Funds:
Account #: 10117305132010
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 51854305832010
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10135105532010
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Yes
Source of Funds:
Account #: 10123665232010
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid Tab FY16-031
Contract FY16-031

Bid Tabulation FY16-031
Window Cleaning Services
January 27, 2016 @ 3PM

Building Location	Estimate Per Year	Sunshine Window Cleaning San Antonio, TX		Jack & Joe's Window Cleaning Ham Lake, MN		International Building Services Austin, TX		Nick Benavides Laredo, TX	
		Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
City Hall - Exterior Window Cleaning	4	$ 900.00	$ 3,600.00	$ 875.00	$ 3,500.00	$ 840.00	$ 3,360.00	$ 900.00	$ 3,600.00
City Hall – Interior Window Cleaning	1	$ 125.00	$ 125.00	$ 240.00	$ 240.00	$ 235.00	$ 235.00	$ 250.00	$ 250.00
Police Dept Building – Exterior Window Cleaning	4	$ 800.00	$ 3,200.00	$ 875.00	$ 3,500.00	$ 840.00	$ 3,360.00	$ 900.00	$ 3,600.00
Police Dept Building – Interior Windows	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 520.00	$ 520.00	$ 560.00	$ 560.00
Library Building – Exterior Window Cleaning	2	$ 600.00	$ 1,200.00	$ 775.00	$ 1,550.00	$ 750.00	$ 1,500.00	$ 800.00	$ 1,600.00
Transit Center – Exterior Window Cleaning	2	$ 820.00	$ 1,640.00	$ 820.00	$ 1,640.00	$ 785.00	$ 1,570.00	$ 840.00	$ 1,680.00
El Portal Administration Building-Exterior Window Cleaning	4	$ 2,500.00	$ 10,000.00	$ 3,000.00	$ 12,000.00	$ 2,992.00	$ 11,968.00	$ 3,200.00	$ 12,800.00
			$ 20,265.00		$ 22,980.00		$ 22,513.00		$ 24,090.00
	Est. Hours	Hourly Rate	Ext. Price	Hourly Rate	Ext. Price	Hourly Rate	Ext. Price	Hourly Rate	Ext. Price
Option 1 Rental of Aerial Mobile Platform (Boom, etc.)	16	$ 215.00	$ 3,440.00	$ 53.13	$ 850.08	$ 53.00	$ 848.00	$ 65.00	$ 1,040.00
	Est. Qty								
Option 2 Canopy Cleaning (2) at the Transit Center	2	$ 300.00	$ 600.00	$ 340.00	$ 680.00	$ 350.00	$ 700.00	$ 550.00	$ 1,100.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WINDOW CLEANING SERVICES
VARIOUS DEPARTMENTS

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing window cleaning services for several municipal buildings.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Window Cleaning Services – Various Departments
FY16-031

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual service contract for providing window cleaning services for several municipal buildings. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 26, 2016** and all bids received will be **opened** and read publicly on **January 27, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Window Cleaning Services – Various Departments
FY16-031

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 5th DAY OF JANUARY 2016.

Doanh "Zone" T. Nguyen
Interim City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary**.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 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.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(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) 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.

(e) 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.

(f) 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.

(g) 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.

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

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 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 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.

Formal Invitation for Bids
Window Cleaning Services
City of Laredo

14.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting informal bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing window cleaning services for several municipal buildings.

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 19, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Requirements

Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. 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. Bids will be based on a total bid basis. The contract will be awarded to one vendor.

15.1 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.

16.0 Scope of Work:

The services required include quarterly exterior window cleaning for the Police Department Building, Public Library, City Hall Building, El Portal Administration, and Transit Center. The contract vendor must be fully qualified and experienced to perform this service.

16.1 Vendors are strongly encouraged to visit the various locations.

17.0 Contract Requirements:

17.1 The contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.

17.2 The contractor shall provide all materials, equipment, and labor to complete work in a timely basis.

17.3 All quantities are estimates only and do not commit the City of Laredo to perform the number of cleaning cycles indicated. All work must be duly scheduled by the user departments and a purchase order issued by the Purchasing Division.

17.4 All window cleaning services shall be in accordance with ANSI Window Cleaning safety, IWCA I-14.1-2006.

17.4.1 At all times when a cleaner is working on a ladder, an additional person shall stand at the foot of the ladder, face it and hold it with both hands. Ladders shall not be used in windy conditions.

17.4.2 Windows determined by the City of Laredo to be a safety risk shall require the use of an aerial mobile platform such as a boom supported elevating work platform which shall comply with ANSI/SIA A92.5

17.5 City Hall Building – 1110 Houston Street

17.5.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (4 times per year) and interior window cleaning of the rotunda window once a year. The building is three stories high. The contractor shall schedule the service with the City Hall Maintenance staff.

17.5.2 Special cleaning may be required due to unforeseen weather conditions.

17.5.3 Point of contact: Rene Ramos phone: 956-791-7355

17.6 Police Department Building – 4712 Maher Ave.

17.6.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (4 times per year) and interior window cleaning will be required once a year. The building is two stories high. The contractor shall schedule the service with the Police Department Maintenance staff.

17.6.2 Special cleaning may be required due to unforeseen weather conditions.

17.6.3 Point of contact: San Juanita Zavala phone: 956-795-2335

17.7 Main Library Building – 1120 E. Calton

17.7.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (2 times per year). The building is two stories high. The contractor shall schedule the service with the Library Department Maintenance staff.

17.7.2 Special cleaning may be required due to unforeseen weather conditions.

17.7.3 Point of contact: Angie Garza phone: 956-795-2400 ext 2233

17.8 Transit System – 1300 Farragut

17.8.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (2 times per year). The building is three stories high. The contractor shall schedule the service with the Transit Department Maintenance staff.

17.8.2 Special cleaning may be required due to unforeseen weather conditions.

17.8.3 Special cleaning of two (East and West side) canopies in front of Faragut Street as requested by the Transit Department Maintenance staff.

17.8.4 Point of contact: Joe Jackson phone: 956-795-2288

17.9 El Portal Administration Building – 1209 Water Street

17.9.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (4 times per year). The building is three stories high. The contractor shall schedule the service with the City of Laredo Bridge staff.

17.9.2 Special cleaning may be required due to unforeseen weather conditions. Cleaning shall include removal of cobwebs.

17.9.3 Point of contact: Cesar Garza phone: 956-721-2070

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

18.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

18.2 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.

18.3 Other City of Laredo departments may enter into contracts or purchase orders from these specifications during the duration of this contract.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

20.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

21.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D - Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Service Contract

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

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

23.0 Tab B Price Schedule

Building Location	Est. Per Year	Unit Price	Ext. Price
City Hall - Exterior Window Cleaning	4	$	$
City Hall – Interior Window Cleaning	1	$	$
Police Dept Building – Exterior Window Cleaning	4	$	$
Police Dept Building – Interior Windows	1	$	$
Library Building – Exterior Window Cleaning	2	$	$
Transit Center – Exterior Window Cleaning	2	$	$
El Portal Administration Building-Exterior Window Cleaning	4	$	$
Grand Total			$
Option 1 Rental of Aerial Mobile Platform (Boom, etc.)	**16 hrs**	$ hr	$
Option 2 Canopy Cleaning (2) at the Transit Center	2	$	$

********** ***Table Must Be Fully Completed in order to be considered*** **********

Estimated time to complete service in _____ days.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.1 Safety Plan of Service

A written plan developed by the window cleaning contractor shall be submitted that will inform the City of Laredo of windows to be cleaned are located in areas where workers may utilize ladders, aerial work platforms (ex. Boones), or manually propelled mobile scaffolds. The plan shall include among its conditions the identification of hazardous areas, drop zones, safety features, and areas requiring public protection. This plan shall be readily available for use by the City of Laredo personnel and window cleaners.

23.1.2 The window cleaning contractor shall not permit employees to perform window cleaning prior to receiving assurance from the City of Laredo personnel that service meets the safety plan of service.

Safety Plan of Service

City Hall Building – 1110 Houston Street:

Police Department Building – 4712 Maher Ave.:

Main Library Building – 1120 E. Calton:

Transit System – 1300 Farragut:

El Portal Administration Building – 1209 Water Street:

24.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

☐ 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.

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

3

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

_____
Name of Officer

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

25.0 Tab D **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 _____
(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_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

1. Name of person submitting this disclosure form.

First: _____ M.I. ____ Last: _____ Suffix: _____

2. Contract Information.

a) Contract or project name: _____

b) Originating department: _____

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

4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

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 have been retained to assist in seeking this contract.

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: _____ **Title:** _____

Company Name or DBA: _____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

27.0 Tab F

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

28.0 Tab G

ANNUAL SERVICE CONTRACT
WINDOW CLEANING SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and _____ (Company name), of the City of _____, County of _____, State of _____, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Window Cleaning Services" -FY16-031. The contractor shall provide window cleaning services for various City of Laredo Departments. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY16-031 (Attachment A) and the bid submitted by _____ (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name:_____
Owner Name:_____
Address:_____
City, State, Zip Code:_____

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. 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.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this _____th **day of** _____ **2016.**

_____
Provider/Firm (Typed)

_____
Signature

_____
Signature (Typed)

Title: _____

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

_____
Telephone Number:

_____
Fax Number

ATTEST:

_____
Doanh "Zone" T. Nguyen
Interim City Secretary

CITY OF LAREDO, TEXAS

_____
Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

_____
Raul Casso, City Attorney

29.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Window Cleaning Services – Various Departments
FY16-031

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule & Safety Plan of Service**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties**
7. **Signed Annual Service Contract**
8. **Please submit one original signature bid document and two copies**

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

LAREDO, TEXAS
1755

WINDOW CLEANING SERVICES
VARIOUS DEPARTMENTS

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing window cleaning services for several municipal buildings.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 26, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Window Cleaning Services – Various Departments
FY16-031

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual service contract for providing window cleaning services for several municipal buildings. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 26, 2016** and all bids received will be **opened** and read publicly on **January 27, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Window Cleaning Services – Various Departments
FY16-031

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 5th DAY OF JANUARY 2016.

Doanh "Zone" T. Nguyen
Interim City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 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.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(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) 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.

(e) 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.

(f) 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.

(g) 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.

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

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 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 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.

Formal Invitation for Bids
Window Cleaning Services
City of Laredo

14.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting informal bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for providing window cleaning services for several municipal buildings.

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 19, 2016 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Requirements

Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. 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. Bids will be based on a total bid basis. The contract will be awarded to one vendor.

15.1 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.

16.0 Scope of Work:

The services required include quarterly exterior window cleaning for the Police Department Building, Public Library, City Hall Building, El Portal Administration, and Transit Center. The contract vendor must be fully qualified and experienced to perform this service.

16.1 Vendors are strongly encouraged to visit the various locations.

17.0 Contract Requirements:

17.1 The contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City.

17.2 The contractor shall provide all materials, equipment, and labor to complete work in a timely basis.

17.3 All quantities are estimates only and do not commit the City of Laredo to perform the number of cleaning cycles indicated. All work must be duly scheduled by the user departments and a purchase order issued by the Purchasing Division.

17.4 All window cleaning services shall be in accordance with ANSI Window Cleaning safety, IWCA I-14.1-2006.

17.4.1 At all times when a cleaner is working on a ladder, an additional person shall stand at the foot of the ladder, face it and hold it with both hands. Ladders shall not be used in windy conditions.

17.4.2 Windows determined by the City of Laredo to be a safety risk shall require the use of an aerial mobile platform such as a boom supported elevating work platform which shall comply with ANSI/SIA A92.5

17.5 City Hall Building – 1110 Houston Street

17.5.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (4 times per year) and interior window cleaning of the rotunda window once a year. The building is three stories high. The contractor shall schedule the service with the City Hall Maintenance staff.

17.5.2 Special cleaning may be required due to unforeseen weather conditions.

17.5.3 Point of contact: Rene Ramos phone: 956-791-7355

17.6 Police Department Building – 4712 Maher Ave.

17.6.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (4 times per year) and interior window cleaning will be required once a year. The building is two stories high. The contractor shall schedule the service with the Police Department Maintenance staff.

17.6.2 Special cleaning may be required due to unforeseen weather conditions.

17.6.3 Point of contact: San Juanita Zavala phone: 956-795-2335

17.7 Main Library Building – 1120 E. Calton

17.7.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (2 times per year). The building is two stories high. The contractor shall schedule the service with the Library Department Maintenance staff.

17.7.2 Special cleaning may be required due to unforeseen weather conditions.

17.7.3 Point of contact: Angie Garza phone: 956-795-2400 ext 2233

17.8 Transit System – 1300 Farragut

17.8.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (2 times per year). The building is three stories high. The contractor shall schedule the service with the Transit Department Maintenance staff.

17.8.2 Special cleaning may be required due to unforeseen weather conditions.

17.8.3 Special cleaning of two (East and West side) canopies in front of Faragut Street as requested by the Transit Department Maintenance staff.

17.8.4 Point of contact: Joe Jackson phone: 956-795-2288

17.9 El Portal Administration Building – 1209 Water Street

17.9.1 Contract pricing is requested on exterior window cleaning at this building on a quarterly basis (4 times per year). The building is three stories high. The contractor shall schedule the service with the City of Laredo Bridge staff.

17.9.2 Special cleaning may be required due to unforeseen weather conditions. Cleaning shall include removal of cobwebs.

17.9.3 Point of contact: Cesar Garza phone: 956-721-2070

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

18.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

18.2 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.

18.3 Other City of Laredo departments may enter into contracts or purchase orders from these specifications during the duration of this contract.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

20.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

21.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D - Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Service Contract

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Sunshine Window Cleaning

Signature of person authorized to sign bid Douglas Tejada Date 1-14-16

Print Name of person authorized to sign bid Douglas Tejada

Title: G.M.

Business Address: 9203 Centro Bonito

City, State, Zip Code: San Antonio, TX 78245

Telephone Number: 210-670-0272 Fax Number: 210-530-4327

Contact Person Email Address: windowcleaningsunshine@yahoo.com

Federal Tax ID Number: 84-1725287

Bidders Principal/Corporate Place of Business Address: 9203 Centro Bonito

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 22 years

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

_____

_____

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

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

23.0 Tab B Price Schedule

Building Location	Est. Per Year	Unit Price	Ext. Price
City Hall - Exterior Window Cleaning	4	$ 900.00	$ 3600.00
City Hall – Interior Window Cleaning	1	$ 125.00	$ 125.00
Police Dept Building – Exterior Window Cleaning	4	$ 800.00	$ 3200.00
Police Dept Building – Interior Windows	1	$ 500.00	$ 500.00
Library Building – Exterior Window Cleaning	2	$ 600.00	$ 1200.00
Transit Center – Exterior Window Cleaning	2	$ 820.00	$ 1640.00
El Portal Administration Building-Exterior Window Cleaning	4	$ 2,500.00	$ 10,000.00
Grand Total			$
Option 1 Rental of Aerial Mobile Platform (Boom, etc.)	**16 hrs**	$ 215.00 hr	$ 3400.00
Option 2 Canopy Cleaning (2) at the Transit Center	2	$ 300.00	$ 600.00

********** ***Table Must Be Fully Completed in order to be considered*** **********

Estimated time to complete service in 10 days.

Company Name: Sunshine Window Cleaning

Owner/President Name: Rene Tejada

Company Address: 9203 Centro Bonito

City, State, Zip Code: San Antonio, TX 78245

Company Authorized Representative's Signature: Douglas Tejada

Company Representative's Name: Douglas Tejada

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

23.1 Safety Plan of Service

A written plan developed by the window cleaning contractor shall be submitted that will inform the City of Laredo of windows to be cleaned are located in areas where workers may utilize ladders, aerial work platforms (ex. Boones), or manually propelled mobile scaffolds. The plan shall include among its conditions the identification of hazardous areas, drop zones, safety features, and areas requiring public protection. This plan shall be readily available for use by the City of Laredo personnel and window cleaners.

23.1.2 The window cleaning contractor shall not permit employees to perform window cleaning prior to receiving assurance from the City of Laredo personnel that service meets the safety plan of service.

Safety Plan of Service

City Hall Building – 1110 Houston Street: Ladder, cones, safety caution tape.

Police Department Building – 4712 Maher Ave.: Ladder, cones, safety caution tape.

Main Library Building – 1120 E. Calton: Ladder, cones, safety caution tape

Transit System – 1300 Farragut: Safety rope, safety line, safety harness

El Portal Administration Building – 1209 Water Street: Boom Lift, harness, Ladder.

24.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

☒ 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.

Douglas Tejada | Douglas Tejada | 1-14-15
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.**

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

25.0 Tab D **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 Douglas Tejada
(a Partner or officer of the firm of, etc.)

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

Douglas Tejada
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 Jan 2016.

Ruby Tejeda
Notary Public

My commission expires:
Oct 25, 2018

RUBY TEJEDA
NOTARY PUBLIC
State of Texas
Comm. Exp. 10/25/2018

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

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

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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?

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

[ ] I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

[X] **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Douglas Tejada Title: G.M.

Company Name or DBA: Sunshine Window Cleaning **Date:** 1/14/16

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

27.0 Tab F

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.

Douglas Tejeda
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Douglas Tejeda, this the 14 of Jan, 20 16, to certify which, witness my hand and seal of office.

RUBY TEJEDA NOTARY PUBLIC State of Texas Comm. Exp. 10/25/2017

Ruby Tejeda — Ruby Tejeda — Notary Public
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

28.0 Tab G

ANNUAL SERVICE CONTRACT
WINDOW CLEANING SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Sunshine Window Cleaning (Company name), of the City of San Antonio, County of Bexar, State of Texas, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Window Cleaning Services" -FY16-031. The contractor shall provide window cleaning services for various City of Laredo Departments. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY16-031 (Attachment A) and the bid submitted by Sunshine Window Cleaning (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name: Sunshine Window Cleaning
Owner Name: Rene Tejada
Address: 9203 Centro Bonito
City, State, Zip Code: San Antonio, TX 78245

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. 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.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 14 th **day of** January **2016.**

Douglas Tejada
Provider/Firm (Typed)

Douglas Tejada
Signature

Douglas Tejada
Signature (Typed)

Title: G.M.

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

210- 670-0272
Telephone Number:

210 - 530-4327
Fax Number

ATTEST:

Doanh "Zone" T. Nguyen
Interim City Secretary

CITY OF LAREDO, TEXAS

Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

29.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 26, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 27, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Window Cleaning Services – Various Departments
FY16-031

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule & Safety Plan of Service**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Certificate of Interested Parties**
7. **Signed Annual Service Contract**
8. **Please submit one original signature bid document and two copies**

Motions **27.**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Riazul I. Mia P.E., Utilities Director, Miguel Pescador, Purchasing Agent

SUBJECT

Consideration to award contract number FY16-026 Utilities Department Uniform Laundry Services to Holguin Cleaners, Laredo, Texas in the estimated annual amount of $62,880.00 for one year to provide laundry and dry cleaning services. The term of this contract shall be for a one (1) year period and can be extended additionally for two (2) years upon mutual agreement of both parties. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

none

PREVIOUS COUNCIL ACTION

none

BACKGROUND

This is the first time the Utilities Department will contract with Holguin Cleaners for Laundry Services. The City received four (4) bids for FY16-026. Low bidder was Holguin Cleaners.

FY16-026 Uniform Laundry Services (One Year)

Uniform Officers	Cost/Mth.	Annual Total
Holguin Cleaners	$ 5,240.00	$ 62,880.00
La Central Cleaners	$ 7,368.75	$ 88,425.00
Spotless Dry Cleaners	$ 6,386.25	$ 76,635.00
Value Care Cleaners	$ 5,676.67	$ 66,120.00

COMMITTEE RECOMMENDATION

none

STAFF RECOMMENDATION

It is recommended that these contracts be awarded.

Fiscal Impact

Fiscal Year: 2016
Bugeted Y/N?: Y
Source of Funds:
Account #: 557-4130-533-1800
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds are available in the Utilities Department's contractual services, linen and laundry service line item budget. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2016
Bugeted Y/N?: Y
Source of Funds:
Account #: 559-4210-533-1800
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2016
Bugeted Y/N?: Y
Source of Funds:
Account #: 559-4220-533-1800
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

RFP 16-026
Tabulation

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

UTILITIES DEPARTMENT LAUNDRY/DRY CLEANING SERVICE
Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding **a one year contract** for laundry/dry cleaning services 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.

Bids will be received at the Office of City Secretary, 1110 Houston Street, 3rd. floor, Laredo, Texas 78040 and received at **5 PM on January 12, 2016 and all bids received will be read publicly at 2:30 PM on January 13, 2016**. The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City.

Bids are to be submitted in a sealed envelope clearly marked:

BID: Laundry/ Dry Cleaning Services for the Utilities Department
FY16-026

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone T. Nguyen
Acting City Secretary
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O/Doanh "Zone" T. Nguyen
Acting City Secretary
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

Please submit one original and two copies

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2. DESCRIPTION OF SUPPLIES

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

3. SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of (Purchasing) located at 5512 Thomas Ave. Laredo, Texas 78041.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4. REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

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

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

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

5. WITHDRAWAL OF BIDS

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

6. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8. BIDDER DISCOUNTS

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

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

9. INTENT OF CONTRACT

(a) ***ANNUAL SERVICES 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. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10. AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsive, responsible bidders based on price.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
    1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
    2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
    3. The contractor makes an unauthorized assignment for the benefit of any contractor.

    Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11. PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12. INSURANCE REQUIREMENTS

NOT REQUIRED

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 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

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.

Formal Invitation for Bids
Laundry/ Dry Cleaning Services

The City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the awarding a **yearly contract** for laundry/dry cleaning services for the utilities department. It is the intent of the City to award multiple contracts to various providers.

14.0 SCOPE

Sealed bids will be accepted for awarding contracts for the laundry/ dry cleaning of shirts and pants for the Laredo Utilities Department subject to the Terms and Conditions of this Invitation to Bid. The City of Laredo reserves the right to accept or reject any or all bids, as well as the right to determine the bid most advantageous to the City.

15.0 GENERAL SPECIFICATIONS

15.1 Utilities employees are authorized for laundry/ dry cleaning services for five (5) shirts and five (5) pants once every 2 weeks. The purpose of this contract is to award multiple contracts so that these employees may choose which dry cleaning provider to use.

15.2 It is the City's intent to have multiple providers that can service the following areas:

South of Guadalupe Street
Between Saunders Street to the North and Guadalupe Street to the South
North of Saunders Street

15.3 Payment will be made after services have been rendered. This payment will be made based on services rendered to those employees choosing your business. If additional employees are hired during the contract period, then a contract amendment will be required based on the following formula.

Unit Price per employee (five shirts/five pants)

15.4 Terms: The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for, additional two (2) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional two years 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

16.0 REQUIREMENTS

16.1 The successful bidder will be required to:

16.2 Verify, to the employee present:
(a) count of all garments turned in for dry cleaning
(b) count of all garments delivered after they have been cleaned

16.3 Issue a claim check describing type of garments and quantities received at time garments are collected or delivered

16.4 Cleaned garments must be delivered hanging on a clothes hanger.

16.5 Repairs: A label affixed to the shirt or trouser will indicate repairs to the garment, which will be:
(a) missing buttons
(b) loose hems
(c) all other

16.6 Employee may request that starch be added to garments.

16.7.1 Garment Replacements

(a) In the event that a garment is lost, scorched or otherwise damaged, it will be replaced by the contractor and at no cost to the City of Laredo Utilities Department.

(b) If such damages, misplacements or unsatisfactory cleaning and pressing occur repeatedly, contract will be forfeited.

17.0 CONTRACT FULFILLMENT

If at any time Contractor fails to fulfill or abide by any of the specifications and terms and conditions specified, contractor must supply service or supplies from other sources at contract price.

18.0 DELIVERY

Please state in days, the waiting period for garments to be dry cleaned from date contractor receives garments.

_____

Please list all locations situated in the City limits of the City of Laredo:

North of Saunders Street:

_____

_____

Between Saunders Street to the North and Market Street to the South

_____

South of Market Street

_____

19.0 AWARD OF CONTRACT

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids" (APPENDIX A), which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid 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.

20.0 PRICING:

21.1 Payment will be made after services have been rendered on a per visit cost. The contract pricing shall be for dry cleaning five shirts and five pants.

21.2 Approximately (131) employees are authorized to dry clean five shirts and five pants every two weeks. The City cannot guarantee a number of employees that will be using a particular vendor. These employees will be allowed to choose from various providers.

21.3 Proposed contract pricing:

Year 1 Cost to dry clean five (5) pants and five (5) shirts: $ _____

Year 2 Cost to dry clean five (5) pants and five (5) shirts: $ _____

Example: Cost to dry clean five (5) pants and five (5) shirts:	***$9.50***

21.4 Proposed contract pricing (Extra dirty includes mud or sewer mud)

Year 1 Cost to dry clean five (5) pants and five (5) shirts: $ _____

Year 2 Cost to dry clean five (5) pants and five (5) shirts: $ _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

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

23.0 TAB H- 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:

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. _____
(check box if applicable) **INITIALS**

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.

OFFICE USE ONLY

Date Received

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

2

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

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

3

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

_____
Name of Officer

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

24.0 **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 _____
(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_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

16.0 REQUIREMENTS

16.1 The successful bidder will be required to:

16.2 Verify, to the employee present:
(a) count of all garments turned in for dry cleaning
(b) count of all garments delivered after they have been cleaned

16.3 Issue a claim check describing type of garments and quantities received at time garments are collected or delivered

16.4 Cleaned garments must be delivered hanging on a clothes hanger.

16.5 Repairs: A label affixed to the shirt or trouser will indicate repairs to the garment, which will be:
(a) missing buttons
(b) loose hems
(c) all other

16.6 Employee may request that starch be added to garments.

16.7.1 Garment Replacements

(a) In the event that a garment is lost, scorched or otherwise damaged, it will be replaced by the contractor and at no cost to the City of Laredo Utilities Department.

(b) If such damages, misplacements or unsatisfactory cleaning and pressing occur repeatedly, contract will be forfeited.

17.0 CONTRACT FULFILLMENT

If at any time Contractor fails to fulfill or abide by any of the specifications and terms and conditions specified, contractor must supply service or supplies from other sources at contract price.

18.0 DELIVERY

Please state in days, the waiting period for garments to be dry cleaned from date contractor receives garments.

3 days

Please list all locations situated in the City limits of the City of Laredo:

North of Saunders Street:

2705 N. Buena Vista Ave.

Between Saunders Street to the North and Market Street to the South

2705 N. Buena Vista Ave.

South of Market Street

2705 N. Buena Vista Ave.

19.0 AWARD OF CONTRACT

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids" (APPENDIX A), which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid 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.

20.0 PRICING:

21.1 Payment will be made after services have been rendered on a per visit cost. The contract pricing shall be for dry cleaning five shirts and five pants.

21.2 Approximately (131) employees are authorized to dry clean five shirts and five pants every two weeks. The City cannot guarantee a number of employees that will be using a particular vendor. These employees will be allowed to choose from various providers.

21.3 Proposed contract pricing:

Year 1 Cost to dry clean five (5) pants and five (5) shirts: $ 62,880.00

Year 2 Cost to dry clean five (5) pants and five (5) shirts: $ 62,880.00

Example: Cost to dry clean five (5) pants and five (5) shirts:	***$9.50***

21.4 Proposed contract pricing (Extra dirty includes mud or sewer mud)

Year 1 Cost to dry clean five (5) pants and five (5) shirts: $ 62,880.00

Year 2 Cost to dry clean five (5) pants and five (5) shirts: $ 62,880.00

Company Name: Holguin Cleaners

Owner/President Name: Jesus J. Holguin III

Company Address: 2705 N. Buena Vista Ave.

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: X Jesus J Holguin

Company Representative's Name: Jesus J. Holguin III ; Teodora Holg

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

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Holguin Cleaners

Signature of person authorized to sign bid X Jesus J Holguin Date 1-8-16

Print Name of person authorized to sign bid Jesus J. Holguin II

Title: owner

Business Address: 2705 N. Buena Vista Ave.

City, State, Zip Code: Laredo, TX 78043

Telephone Number: (956) 722-7401 Fax Number: ———

Contact Person Email Address: holguincleaners@hotmail.com

Federal Tax ID Number: 74-2803735

Bidders Principal/Corporate Place of Business Address: 2705 N. Buena Vista Ave.

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: ———

State how long under its present business name: 47 years

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

24.0 **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 Jesus J. Holguin
(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.

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

Subscribed and sworn before me this 8 day of JAN 20 16.

Pedro R Sanchez
Notary Public

My commission expires:
3/9/17

PEDRO R. SANCHEZ
Notary Public
State of Texas
Commission Expires 03/09-2017

City of Laredo
Utilities Department - Uniform Dry Cleaning
FY16-026

			La Central Laredo, Texas		Holguin Cleaners Laredo, Texas		Spotless Dry Cleaners Laredo, Texas		Valu Care Cleaners	
ITEM	Description	Months	Monthly Charge	Yearly Charge	Monthly Charge	Yearly Charge	Monthly Charge	Yearly Charge	Monthly Charge	Yearly Charge
1	1 YEAR - Dirty	12	$ 7,368.75	$ 88,425.00	$ 5,240.00	$ 62,880.00	$ 6,386.25	$ 76,635.00	$ 5,676.67	$ 68,120.00
	1 YEAR - Extra Dirty	12	$ 8,842.50	$ 106,110.00	$ 5,240.00	$ 62,880.00	$ 7,805.42	$ 93,665.00	$ 5,676.67	$ 68,120.00
							Condlict of interest form incomplete		Conflict of Interest and Affidavit forms not complete.	

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to renew the existing annual contract FY13-021 for the purchase of truck tires currently awarded to Southern Tire Mart, LLC, Dallas, Texas, in an amount up to $250,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for one additional one (1) year period upon mutual agreement of the parties. This is the third of four extension periods. There will be no price increase during this extension period. All tires will be secured on an as needed basis. There will be a price decrease during this extension period. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 2/17/15.

BACKGROUND

Staff is recommending that this purchase contract be extended for one additional twelve month period for the purchase of truck tires the City's truck fleet. Southern Tire Mart will deliver the tires from their Laredo store. There will be no price increase during this extension period.

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 one more, additional one (1) year period each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Current Contract Pricing:

Description	Unit Price

315/80R22.5 20 ply Mixed Service Rib.	$ 454.58
11 R x 225.5 G- 149 Load Range H 16 ply High Scrub Application	$ 325.20
11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	$ 401.69
11R X 24.5 G149 Load Range H 16 ply High Scrub Application	$ 320.46
11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	$ 499.47

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332072
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.

Attachments

Contract FY13-019

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TRUCK TIRES SUPPLY CONTRACT
FLEET DEPARTMENT

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of truck tires for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 8, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Truck Tires – Fleet Department**
FY13-019

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of truck tires for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on Tuesday, January 8, 2013** and all bids received will be **opened** and read publicly on **Wednesday, January 9, 2013 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: **Truck Tires – Fleet Department**
FY13-019

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 17th DAY OF DECEMBER 2012.

Gustavo Guevara Jr.
City Secretary

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No
Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____
This company is not a certified minority business: ☐

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

City of Laredo

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 Francisco Meza, Purchasing Agent at 956-790-1800

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.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

1. 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.

4

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

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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

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

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, 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.

(a) Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.

(b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

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

(d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. 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. 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 insurance. 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. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS Not applicable for this contract

13.0 PAYMENT & INVOICING

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

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

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

14.0 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.

15.0 PROHIBITED INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) Financial Interest.

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;

(2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;

(3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:

(A) Ten percent (10%) or more of the voting stock or shares of the business entity; or

(B) Ten percent (10%) or more of the fair market value of the business entity; or

(4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:

(A) a subcontractor on a city contract;

(B) a partner; or

(C) a parent or subsidiary business entity.

16.0 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 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.

17.0 NON-COLLUSIVE AFFIDAVIT

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.

Formal Invitation for Bids
Truck Tires -Fleet Department

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of truck tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

18.0 Scope

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve month supply contract. The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of truck tires for the Fleet Department.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

18.1 GRADE

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

18.2 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

18.3 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

1. Manufacturer's name, trade name or trademark.
2. Tire size including ply or ply rating.
3. Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.
4. Tires bid cannot be speed restricted.

19.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

20.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

_____

_____

_____

21.0 Qualifications of Bidder

21.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

21.2 Qualified brands are as follow:

1.	General	2.	Good Year	3.	Firestone
4.	Michelin	5.	Uniroyal	6.	B.F. Goodrich
7.	Dunlop	8.	Bridgestone	9.	TOYO
10.	YOKAHAMA	11.	COOPER	12.	CONTINNENTAL

22.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

23.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

24.0 Contract Provisions

24.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

24.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

24.3 Bids will be awarded to the lowest responsible bidder meeting the city's requirements.

24.4 This contract shall be for a period of twelve months with an option to renew for four (4) additional twelve month periods upon mutual agreement by both parties.

24.5 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

24.6 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.

24.7 Bids not submitted on these forms will not be considered.

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

24.9 An annual contract purchase order will be issued for each City agency 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 making any delivery.

24.10 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). 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.

24.11 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

24.12 All subject price lists should be submitted with this bid 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 bid 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.

25.0 Unit Price

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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

25.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

26.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid 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.

26.1 All quantities listed are ***estimates only*** for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

27.0 Bid Price Schedule

Percent of discount offered	%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

27.1 Pricing

Section I – Truck Tires:

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	315/80R22.5 20 ply Mixed Service Rib.	160	$	$	
2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application	200	$	$	
3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	1100	$	$	
4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	10	$	$	
5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$	$	
			Grand Total		

28.0 DELIVERY

Delivery of tires to the City of Laredo Fleet Mgt. Shop, must be made within five (5) calendar days after order has been placed. Continuation of non-delivery as specified will be grounds for termination of contract.

29.0 BIDDERS HOURS OF OPERATION

29.1 Business hours _____a.m. to _____p.m.

29.2 Days out of the week _____.

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 8, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Truck Tires– Fleet Department**
FY13-019

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 3)**
2. **Conflict of Interest Disclosure (Page 5)**
3. **Bid Sheet (Page 13)**
4. **Please submit one original signature bid document and two copies**

City of Laredo
Purchasing Division

January 12, 2016

Mr. Richard Conwill
Southern Tire Mart
523 Industrial Park Rd.
Columbia, MS 39429

Re: Truck Tires: FY13-019
Contract Renewal Extension III

Dear Mr. Conwill,

Contract for the purchase of truck tires for the City of Laredo Fleet Department was awarded to your company on 2/19/13. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the third of four extension periods.

Awarded Commodities

Description	Unit Price
315/80R22.5 20 ply Mixed Service Rib.	$ 454.58
11 R x 225.5 G- 149 Load Range H 16 ply High Scrub Application	$ 325.20
11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	$ 401.69
11R X 24.5 G149 Load Range H 16 ply High Scrub Application	$ 320.46
11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	$ 499.47

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart

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

Authorized Signature: _____

Print Name: Richard Conwill

Date: January 20, 2016

Enrique Aldape III

From: Jack Dunn, Jr.
Sent: Tuesday, January 12, 2016 9:03 AM
To: Enrique Aldape III; Ruben Amesquita
Subject: RE: Contract FY13-019 Ext.

Yes, please

Sent via the Samsung Galaxy S® III mini, an AT&T 4G LTE smartphone

-------- Original message --------
From: Enrique Aldape III
Date:01/12/2016 8:55 AM (GMT-06:00)
To: "Jack Dunn, Jr." ,Ruben Amesquita
Subject: Contract FY13-019 Ext.

Good morning Jack

Do you wish to renew contract FY13-019. Two more extensions left.

-----Original Message-----
From: City of Laredo Purchasing Division [mailto:cmiller@ci.laredo.tx.us]
Sent: Tuesday, January 12, 2016 8:46 AM
To: Enrique Aldape III
Subject: Scanned from Prchcopier 01/12/2016 08:45

Scanned from Prchcopier.
Date: 01/12/2016 08:45
Pages:1
Resolution:200x200 DPI

This contract will be serviced by:
Southern Tire Mart
13501 Regional @ I-35
Laredo, TX 78045
956-718-1050
956-718-1052 Fax
Josh Brown, Manager

#3 ORIGINAL

CITY OF LAREDO
PURCHASING DIVISION

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TRUCK TIRES SUPPLY CONTRACT
FLEET DEPARTMENT

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of truck tires for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 8, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Truck Tires – Fleet Department**
FY13-019

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of truck tires for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on Tuesday, January 8, 2013** and all bids received will be **opened** and read publicly on **Wednesday, January 9, 2013 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: **Truck Tires – Fleet Department**
FY13-019

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 17th DAY OF DECEMBER 2012.

Gustavo Guevara Jr.
City Secretary

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: **Southern Tire Mart, LLC**

Signature of person authorized to sign bid: _____ Date: 1-3-13

Print Name of person authorized to sign bid: **Richard Conwill**

Title: **Director of Government Sales**

Business Address: **529 Industrial Park Rd.**

City, State, Zip Code: **Columbia, MS 39429**

Telephone Number: **1-877-786-4681** Fax Number: **214-389-7111**

Contact Person Email Address: **rconwill@stmtires.com**

Federal Tax ID Number: **06-1689011**

Bidders Principal/Corporate Place of Business Address: **Mississippi**

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: **Limited Liability Company**

State how long under its present business name: **10 years**

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No)
Small Disadvantaged Business Enterprise (SDBC) Yes (No)
This company is not a certified minority business: [X]
Disadvantaged Business Enterprise (DBE): Yes (No)
Other: Please specify _____

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

City of Laredo

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 Francisco Meza, Purchasing Agent at 956-790-1800

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

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

_____
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.

1. 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.

4

Signature of person doing business with the governmental entity

1-3-13
Date

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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

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

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, 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.

(a) Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.

(b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

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

(d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. 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. 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 insurance. 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. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS Not applicable for this contract

13.0 PAYMENT & INVOICING

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

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

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

14.0 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.

15.0 PROHIBITED INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) Financial Interest.

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;

(2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;

(3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:

(A) Ten percent (10%) or more of the voting stock or shares of the business entity; or

(B) Ten percent (10%) or more of the fair market value of the business entity; or

(4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:

(A) a subcontractor on a city contract;

(B) a partner; or

(C) a parent or subsidiary business entity.

16.0 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 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.

17.0 NON-COLLUSIVE AFFIDAVIT

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.

Formal Invitation for Bids
Truck Tires -Fleet Department

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a supply contract for the purchase of truck tires for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

18.0 Scope

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve month supply contract. The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of truck tires for the Fleet Department.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

18.1 GRADE

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

18.2 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

18.3 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

1. Manufacturer's name, trade name or trademark.
2. Tire size including ply or ply rating.
3. Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.
4. Tires bid cannot be speed restricted.

19.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

20.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

See attached warranty information.

21.0 Qualifications of Bidder

21.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

21.2 Qualified brands are as follow:

1.	General	2.	Good Year	3.	Firestone
4.	Michelin	5.	Uniroyal	6.	B.F. Goodrich
7.	Dunlop	8.	Bridgestone	9.	TOYO
10.	YOKAHAMA	11.	COOPER	12.	CONTINNENTAL

22.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

23.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

24.0 Contract Provisions

24.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

24.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

24.3 Bids will be awarded to the lowest responsible bidder meeting the city's requirements.

24.4 This contract shall be for a period of twelve months with an option to renew for four (4) additional twelve month periods upon mutual agreement by both parties.

24.5 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

24.6 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.

24.7 Bids not submitted on these forms will not be considered.

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

24.9 An annual contract purchase order will be issued for each City agency 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 making any delivery.

24.10 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). 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.

24.11 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

24.12 All subject price lists should be submitted with this bid 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 bid 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.

25.0 Unit Price

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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

25.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

26.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid 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.

26.1 All quantities listed are ***estimates only*** for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

27.0 Bid Price Schedule

Percent of discount offered	Firestone 30% off/ Bridgestone 25% off %
Product identification (Mfr.)	Bridgestone/Firestone
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	2013
Date of price schedule	January 2013
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Government Price

27.1 **Pricing**

Section I – Truck Tires:

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	315/80R22.5 20 ply Mixed Service Rib.	160	$ 592.00	$94,720.00	FS T819 20 Ply #157147
2	11 R X 22.5 G- 149 Load Range H 16 ply High Scrub Application	200	$401.00	$ 80,200.00	FS FS560 Plus 16 Ply (H) #156558
3	11R X 22.5 G177 LUG Mixed Service TLH 16 ply Rating	1100	$473.00	$ 520,300.00	FS T831 16 Ply (H) #281557
4	11R X 24.5 G149 Load Range H 16 ply High Scrub Application	10	$425.00	$ 4,250.00	FS FS560 Plus 16 Ply (H) #156582
5	11R X 24.5 G177 LUG Mixed Service TLH 16 ply Rating	60	$454.00	$ 27, 240.00	FS T831 16 Ply (H) #183734
			Grand Total	$726,710.00	

28.0 DELIVERY

Delivery of tires to the City of Laredo Fleet Mgt. Shop, must be made within five (5) calendar days after order has been placed. Continuation of non-delivery as specified will be grounds for termination of contract.

29.0 BIDDERS HOURS OF OPERATION

29.1 Business hours **8:00** a.m. to **5:00** p.m.

29.2 Days out of the week **Monday - Friday with 1/2 day on Saturday**

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 8, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Truck Tires– Fleet Department**
FY13-019

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 3)**
2. **Conflict of Interest Disclosure (Page 5)**
3. **Bid Sheet (Page 13)**
4. **Please submit one original signature bid document and two copies**

2013 Government Catalog

BRIDGESTONE

Effective January 1, 2013

Article	Tire Pattern	Tire Type	Brand	UTQG	Size	SR/LR	PLY	SW	F.E.T.	Govt Price	Year
150940	M725	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$766.81	2013
150991	M725	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$824.23	2013
151300	M843	Medium Truck	Bridgestone		315/80R22.5		20	RB	$52.83	$1,136.85	2013
152498	M729F	Medium Truck	Bridgestone		265/70R19.5	L	14		$18.99	$768.24	2013
152935	M725	Medium Truck	Bridgestone		11R22.5		14		$25.23	$766.81	2013
152943	M725AZ	Medium Truck	Bridgestone		11R24.5		14		$29.39	$824.23	2013
152994	M840	Medium Truck	Bridgestone		12.00R24		18		$55.47	$1,068.84	2013
153001	L355BZ	Medium Truck	Bridgestone		12.00R24		18		$55.47	$1,049.14	2013
153028	R250F	Medium Truck	Bridgestone		225/70R19.5		12		$1.32	$504.26	2013
157767	M775	Medium Truck	Bridgestone		11R24.5		16	BL	$34.59	$981.30	2013
158135	R227	Medium Truck	Bridgestone		285/70R19.5	L	16		$27.31	$699.00	2013
158183	R184	Medium Truck	Bridgestone		245/70R17.5		18	RB	$23.63	$692.28	2013
158812	R260F	Medium Truck	Bridgestone		285/75R24.5	L	14		$25.23	$702.64	2013
158829	R260F	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$647.35	2013
158846	R260F	Medium Truck	Bridgestone		11R22.5		14		$25.23	$647.35	2013
158863	R260F	Medium Truck	Bridgestone		11R22.5		16		$29.39	$681.54	2013
158880	R260F	Medium Truck	Bridgestone		11R24.5	L	14		$29.39	$702.64	2013
158897	R260F	Medium Truck	Bridgestone		11R24.5		16		$34.59	$724.29	2013
158914	M729F	Medium Truck	Bridgestone		285/70R19.5	L	16		$27.31	$914.72	2013
158948	R227	Medium Truck	Bridgestone		305/70R19.5		18		$32.51	$871.45	2013
160427	M729	Medium Truck	Bridgestone		215/75R17.5		12		$2.36	$684.73	2013
167091	M729F	Medium Truck	Bridgestone		245/70R17.5		16		$13.61	$537.29	2013
167108	R227CZ	Medium Truck	Bridgestone		245/70R17.5		16		$13.61	$553.43	2013
168740	M729Z	Medium Truck	Bridgestone		295/80R22.5		16		$40.92	$925.66	2013
180844	R280	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$731.51	2013
180861	R280	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$681.54	2013
183802	R280	Medium Truck	Bridgestone		11R24.5		14		$29.39	$731.51	2013
183819	R280	Medium Truck	Bridgestone		11R22.5		14		$25.23	$681.54	2013
184023	GREATEC DRIVE	Medium Truck	Bridgestone		445/50R22.5		20		$31.66	$1,486.78	2013
185281	R280	Medium Truck	Bridgestone		11R22.5		16		$29.39	$699.75	2013
185298	R280	Medium Truck	Bridgestone		11R24.5		16		$34.59	$754.01	2013

185621	R280	Medium Truck	Bridgestone		295/75R22.5		16		$34.59	$699.75	2013
185638	R287	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$795.42	2013
185655	R287	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$853.59	2013
185723	R287	Medium Truck	Bridgestone		11R22.5	L	14		$25.23	$795.42	2013
186114	M726EL	Medium Truck	Bridgestone		11R22.5		14	RB	$25.23	$779.07	2013
186131	M726EL	Medium Truck	Bridgestone		11R24.5	L	14	RB	$29.39	$839.14	2013
186148	M726EL	Medium Truck	Bridgestone		285/75R24.5	L	14	RB	$25.23	$839.14	2013
186165	M726EL	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$779.07	2013
186267	M850	Medium Truck	Bridgestone		11R22.5		16		$29.39	$814.35	2013
186284	M850	Medium Truck	Bridgestone		11R24.5		16		$34.59	$871.70	2013
186301	M860	Medium Truck	Bridgestone		315/80R22.5	L	20		$61.43	$1,038.07	2013
186318	L320	Medium Truck	Bridgestone		11R22.5		16		$29.39	$883.18	2013
186335	L320	Medium Truck	Bridgestone		11R24.5		16		$34.59	$922.47	2013
186777	M726EL	Medium Truck	Bridgestone		11R24.5	L	16	RB	$34.59	$869.75	2013
187321	R195F	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$610.34	2013
187338	R195F	Medium Truck	Bridgestone		11R22.5		14		$25.23	$610.34	2013
187355	R195F	Medium Truck	Bridgestone		11R24.5		14		$29.39	$646.41	2013
187372	R195F	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$646.41	2013
187610	M770	Medium Truck	Bridgestone		285/75R24.5	L	14		$25.23	$874.30	2013
187644	M770	Medium Truck	Bridgestone		11R22.5	L	14		$25.23	$812.82	2013
187695	M770	Medium Truck	Bridgestone		11R24.5	L	14		$29.39	$874.30	2013
188630	M810 BZ	Medium Truck	Bridgestone		225/70R19.5		12		$1.32	$472.46	2013
193373	L320	Medium Truck	Bridgestone		12.00R24		18		$55.47	$1,135.42	2013
193424	R195F	Medium Truck	Bridgestone		255/70R22.5		16		$18.99	$561.14	2013
197181	M729	Medium Truck	Bridgestone		12R22.5		16		$0.00	$1,011.52	2013
199680	R260F	Medium Truck	Bridgestone		11R24.5		16	RB	$34.59	$914.94	2013
199748	M720	Medium Truck	Bridgestone		11R22.5		14		$25.23	$744.79	2013
199765	M720	Medium Truck	Bridgestone		11R24.5		14		$29.39	$791.07	2013
199867	R250F	Medium Truck	Bridgestone		215/75R17.5		14		$2.36	$686.41	2013
199884	M726EL	Medium Truck	Bridgestone		9R22.5	L	12	RB	$9.83	$615.50	2013
199918	M726EL	Medium Truck	Bridgestone		10R22.5	L	14	RB	$20.51	$772.44	2013
199935	M726EL	Medium Truck	Bridgestone		265/75R22.5	L	14	RB	$16.07	$764.07	2013

199986	L315	Medium Truck	Bridgestone		445/65R22.5		20		$41.58	$1,378.48	2013
202434	R294	Medium Truck	Bridgestone		305/75R24.5		18		$40.92	$1,203.57	2013
202451	M840	Medium Truck	Bridgestone		275/70R22.5	L	18		$32.51	$898.21	2013
202604	M775	Medium Truck	Bridgestone		11R22.5		16		$29.39	$907.49	2013
202621	M775	Medium Truck	Bridgestone		12R22.5		16		$36.76	$1,123.15	2013
206973	R250ED	Medium Truck	Bridgestone		11R22.5	L	16		$29.39	$752.87	2013
206990	R250ED	Medium Truck	Bridgestone		11R24.5	L	16		$34.59	$790.60	2013
207007	R250ED	Medium Truck	Bridgestone		11R24.5	L	16		$34.59	$897.49	2013
207024	R250ED	Medium Truck	Bridgestone		11R22.5	L	16		$29.39	$835.24	2013
208265	R197	Medium Truck	Bridgestone		295/75R22.5	L	14		$25.23	$632.96	2013
208350	L320	Medium Truck	Bridgestone		11R22.5		14		$25.23	$830.25	2013
209608	M725	Medium Truck	Bridgestone		11R22.5	L	16		$29.39	$792.14	2013
211019	L320	Medium Truck	Bridgestone		12R22.5		16		$36.76	$1,077.43	2013
211104	M770	Medium Truck	Bridgestone		11R22.5	L	16		$29.39	$839.67	2013
213246	R260F	Medium Truck	Bridgestone		295/75R22.5	L	14		$25.23	$818.88	2013
213263	R260F	Medium Truck	Bridgestone		285/75R24.5	L	14		$25.23	$878.04	2013
216568	R250ED	Medium Truck	Bridgestone		255/70R22.5		16		$18.99	$743.82	2013
216585	R250ED	Medium Truck	Bridgestone		275/70R22.5		18		$33.08	$971.74	2013
224626	R287A	Medium Truck	Bridgestone		295/75R22.5	L	14		$25.23	$714.58	2013
224660	R287A	Medium Truck	Bridgestone		285/75R24.5	L	14		$25.23	$780.96	2013
224694	R287A	Medium Truck	Bridgestone		11R22.5	L	14		$25.23	$714.58	2013
224728	R287A	Medium Truck	Bridgestone		11R24.5	L	14		$29.39	$780.96	2013
224762	R280	Medium Truck	Bridgestone		285/75R24.5		16		$31.00	$754.01	2013
225000	M853	Medium Truck	Bridgestone		11R22.5		16		$29.39	$936.50	2013
225034	M853	Medium Truck	Bridgestone		11R24.5		16		$34.59	$1,002.45	2013
225051	M853	Medium Truck	Bridgestone		12R22.5		16		$0.00	$1,149.09	2013
226955	R250F	Medium Truck	Bridgestone		225/70R19.5		14		$4.44	$525.43	2013
226989	M895	Medium Truck	Bridgestone		225/70R19.5		12		$1.32	$582.76	2013
227006	M895	Medium Truck	Bridgestone		245/70R19.5	L	14		$9.83	$639.08	2013
227023	M729F	Medium Truck	Bridgestone		225/70R19.5		14		$4.44	$585.59	2013
227040	M729F	Medium Truck	Bridgestone		245/70R19.5		16		$13.61	$661.06	2013
227261	R250F	Medium Truck	Bridgestone		245/70R19.5		14		$9.83	$583.80	2013

227295	R250F	Medium Truck	Bridgestone		245/70R19.5		16		$13.61	$607.14	2013
233313	M710 ECOPIA	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$862.41	2013
233330	M710 ECOPIA	Medium Truck	Bridgestone		11R22.5		14		$25.23	$796.93	2013
233347	M710 ECOPIA	Medium Truck	Bridgestone		11R24.5		14		$29.39	$846.44	2013
233364	M770	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$812.82	2013
233381	R283 ECOPIA	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$764.60	2013
233398	R283 ECOPIA	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$835.63	2013
233415	R283 ECOPIA	Medium Truck	Bridgestone		11R22.5		14		$25.23	$764.60	2013
233432	R283 ECOPIA	Medium Truck	Bridgestone		11R24.5		14		$29.39	$835.63	2013
233466	M710 ECOPIA	Medium Truck	Bridgestone		295/75R22.5	L	14		$25.23	$796.93	2013
233500	GREATEC M825	Medium Truck	Bridgestone		445/50R22.5		20		$31.66	$1,534.23	2013
233534	GREATEC R125	Medium Truck	Bridgestone		445/50R22.5		20		$31.66	$1,322.62	2013
233585	M799	Medium Truck	Bridgestone		11R24.5	L	16		$34.59	$872.79	2013
233602	M799	Medium Truck	Bridgestone		12R22.5	L	16		$36.76	$1,030.82	2013
238107	R287A	Medium Truck	Bridgestone		295/75R22.5	L	16		$34.59	$733.68	2013
238396	R283 ECOPIA	Medium Truck	Bridgestone		295/75R22.5	L	16		$29.39	$785.04	2013
238804	R197 ECOPIA	Medium Truck	Bridgestone		295/75R22.5	L	14		$25.23	$653.06	2013
238838	R197 ECOPIA	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$691.66	2013
238855	R197 ECOPIA	Medium Truck	Bridgestone		11R22.5		14		$25.23	$653.06	2013
238872	R197 ECOPIA	Medium Truck	Bridgestone		11R24.5		14		$29.39	$691.66	2013
241473	M860	Medium Truck	Bridgestone		425/65R22.5		20		$37.33	$1,229.00	2013
242731	M853	Medium Truck	Bridgestone		11R22.5		16		$29.39	$814.35	2013
245434	M799	Medium Truck	Bridgestone		11R22.5		16		$29.39	$841.25	2013
249004	R125A	Medium Truck	Bridgestone		445/50R22.5		20		$31.66	$1,322.62	2013
249174	M860	Medium Truck	Bridgestone		425/65R22.5		20		$37.33	$1,192.66	2013
250092	GREATEC R135 EC	Medium Truck	Bridgestone		445/50R22.5	L	20		$31.66	$1,415.20	2013
262986	L317	Medium Truck	Bridgestone		12.00R24		18		$0.00	$1,025.06	2013
264695	R184	Medium Truck	Bridgestone		215/75R17.5		16	RB	$12.29	$572.86	2013
265225	M711	Medium Truck	Bridgestone		11R22.5		14		$25.23	$736.07	2013
265233	M711	Medium Truck	Bridgestone		11R24.5		14		$29.39	$793.45	2013
265241	M711	Medium Truck	Bridgestone		12R22.5		16		$36.76	$937.10	2013
265500	L317	Medium Truck	Bridgestone		10.00R20		16		$29.39	$685.22	2013

272876	M724F	Medium Truck	Bridgestone		225/70R19.5		12		$1.32	$582.76	2013
272914	R180	Medium Truck	Bridgestone		9R17.5	L	14	RB	$5.48	$432.61	2013
281107	M724F	Medium Truck	Bridgestone		245/70R19.5		14		$13.61	$639.08	2013
283681	M711	Medium Truck	Bridgestone		11R22.5		16		$29.39	$764.77	2013
286265	R294	Medium Truck	Bridgestone		315/80R22.5	L	18		$45.08	$1,182.63	2013
287334	VSS	Medium Truck	Bridgestone		11R22.5		16		$29.39	$1,056.17	2013
287849	M843	Medium Truck	Bridgestone		11R22.5		14		$25.23	$846.38	2013
287857	M843	Medium Truck	Bridgestone		11R22.5		16	RB	$29.39	$885.71	2013
287865	M843	Medium Truck	Bridgestone		11R24.5		14		$29.39	$900.10	2013
287873	M843	Medium Truck	Bridgestone		11R24.5		16		$34.59	$943.06	2013
287881	M843	Medium Truck	Bridgestone		12R22.5		16		$36.76	$1,088.58	2013
287903	M843	Medium Truck	Bridgestone		12R24.5		16		$40.92	$1,123.77	2013
287938	M844F	Medium Truck	Bridgestone		385/65R22.5		18		$27.74	$1,024.18	2013
287954	M844F	Medium Truck	Bridgestone		445/65R22.5		20		$41.58	$1,298.16	2013
289086	R250F	Medium Truck	Bridgestone		295/75R22.5	L	14	RB	$25.23	$623.85	2013
289779	M857	Medium Truck	Bridgestone		11.00R24		16		$45.08	$945.42	2013
290432	M857	Medium Truck	Bridgestone		445/65R19.5		18		$33.08	$1,169.18	2013
290661	R250F	Medium Truck	Bridgestone		11R22.5		14		$25.23	$623.85	2013
290696	R250F	Medium Truck	Bridgestone		11R24.5		14		$29.39	$672.38	2013
290726	R250F	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$672.38	2013
290920	R196	Medium Truck	Bridgestone		11R22.5		14		$25.23	$715.33	2013
290939	R196	Medium Truck	Bridgestone		11R24.5		14		$29.39	$780.54	2013
291684	M844F	Medium Truck	Bridgestone		425/65R22.5		20		$37.33	$1,175.58	2013
292583	M774	Medium Truck	Bridgestone		12R22.5		16		$36.76	$1,211.91	2013
292680	R250F	Medium Truck	Bridgestone		10R22.5		12		$16.07	$648.50	2013
292729	R250F	Medium Truck	Bridgestone		10R22.5	L	14		$20.51	$668.52	2013
292834	R250F	Medium Truck	Bridgestone		295/80R22.5	L	16		$40.92	$849.13	2013
292850	R250F	Medium Truck	Bridgestone		12R22.5	L	16		$36.76	$892.21	2013
292869	R250F	Medium Truck	Bridgestone		245/75R22.5		14		$11.06	$632.66	2013
292877	R250F	Medium Truck	Bridgestone		265/75R22.5		14		$16.07	$746.73	2013
292885	R250F	Medium Truck	Bridgestone		9R22.5		12		$9.83	$532.99	2013
292915	M840	Medium Truck	Bridgestone		11R22.5		16		$29.39	$581.40	2013

292923	M720AZ FE	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$744.79	2013
292931	M720AZ FE	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$805.99	2013
296325	R196	Medium Truck	Bridgestone		295/75R22.5		14		$25.23	$715.33	2013
296333	R196	Medium Truck	Bridgestone		285/75R24.5		14		$25.23	$780.54	2013
297437	M840	Medium Truck	Bridgestone		315/80R22.5		18		$45.08	$676.82	2013
297518	R250F	Medium Truck	Bridgestone		265/70R19.5		14		$17.48	$654.07	2013
297585	M726	Medium Truck	Bridgestone		255/70R22.5		16		$18.99	$719.57	2013
299839	M729F	Medium Truck	Bridgestone		225/70R19.5		12		$1.32	$561.14	2013
299898	R250F	Medium Truck	Bridgestone		245/70R19.5		12		$5.48	$556.75	2013
151009	FD663	Medium Truck	Firestone		12R22.5		16		$36.76	$879.16	2013
156523	FS560 PLUS	Medium Truck	Firestone		12R22.5		16		$36.76	$791.88	2013
156531	FS560 PLUS	Medium Truck	Firestone		11R22.5		14		$25.23	$600.35	2013
156558	FS560 PLUS	Medium Truck	Firestone		11R22.5		16		$29.39	$655.42	2013
156566	FS560 PLUS	Medium Truck	Firestone		295/75R22.5		14		$25.23	$595.20	2013
156574	FS560 PLUS	Medium Truck	Firestone		11R24.5		14		$29.39	$643.42	2013
156582	FS560 PLUS	Medium Truck	Firestone		11R24.5		16		$34.59	$695.13	2013
156590	FS560 PLUS	Medium Truck	Firestone		285/75R24.5		14		$25.23	$630.03	2013
157147	T819	Medium Truck	Firestone		315/80R22.5		20		$52.83	$966.55	2013
157341	T819	Medium Truck	Firestone		12R22.5		16		$36.76	$854.81	2013
157368	T819	Medium Truck	Firestone		12R24.5		16		$40.92	$901.85	2013
158676	FD690 PLUS	Medium Truck	Firestone		11R22.5		14		$25.23	$726.35	2013
159067	FD690 PLUS	Medium Truck	Firestone		295/75R22.5		14		$25.23	$726.35	2013
159084	FD690 PLUS	Medium Truck	Firestone		285/75R24.5		14		$25.23	$755.28	2013
159135	FD690 PLUS	Medium Truck	Firestone		11R24.5		14		$29.39	$755.28	2013
160716	FS560 PLUS	Medium Truck	Firestone		225/70R19.5		12		$1.32	$485.76	2013
169964	FS560 PLUS	Medium Truck	Firestone		245/70R19.5		14		$9.83	$541.97	2013
169981	FS560 PLUS	Medium Truck	Firestone		245/70R19.5		12		$5.48	$527.97	2013
183734	T831	Medium Truck	Firestone		11R24.5		16		$34.59	$741.05	2013
186675	FD690 PLUS	Medium Truck	Firestone		225/70R19.5		12		$1.32	$509.15	2013
186692	FD690 PLUS	Medium Truck	Firestone		245/70R19.5		14		$9.83	$569.77	2013
192982	FS560	Medium Truck	Firestone		255/70R22.5	L	16		$18.99	$546.85	2013
192999	FS560 PLUS	Medium Truck	Firestone		275/70R22.5		16		$33.08	$583.93	2013

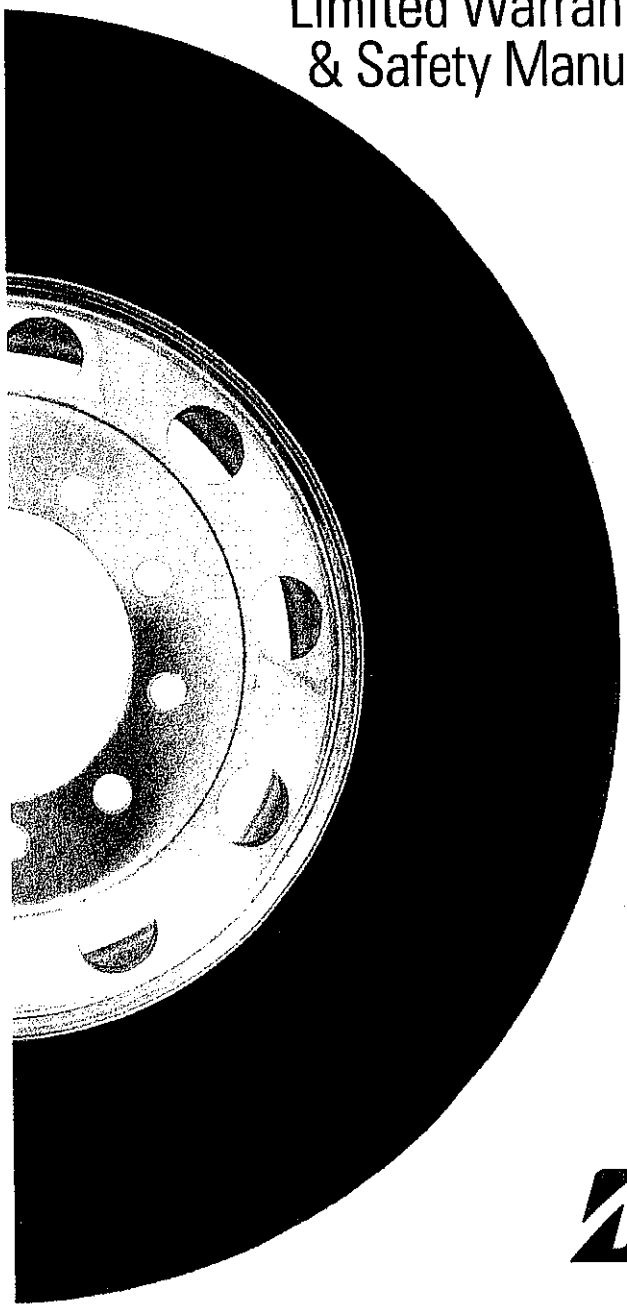
193016	FS560 PLUS	Medium Truck	Firestone		9R22.5		12		$9.83	$514.70	2013
193050	FS560	Medium Truck	Firestone		10R22.5		14		$20.51	$647.11	2013
208860	FS560 PLUS	Medium Truck	Firestone		215/75R17.5		16		$12.29	$430.27	2013
208945	FD835	Medium Truck	Firestone		11R24.5		16		$34.59	$859.06	2013
211206	FD663	Medium Truck	Firestone		11R22.5	L	16		$29.39	$729.29	2013
211274	FS560	Medium Truck	Firestone		10R22.5		12		$16.07	$628.78	2013
227057	FS560 PLUS	Medium Truck	Firestone		225/70R19.5		14		$4.44	$505.36	2013
227074	FD690 PLUS	Medium Truck	Firestone		225/70R19.5		14		$4.44	$530.24	2013
233840	FS820	Medium Truck	Firestone		11R24.5		16		$0.00	$804.78	2013
235319	FT455 PLUS	Medium Truck	Firestone		295/75R22.5	L	14		$25.23	$572.33	2013
235336	FT455 PLUS	Medium Truck	Firestone		285/75R24.5	L	14		$25.23	$599.93	2013
235353	FT455 PLUS	Medium Truck	Firestone		11R22.5	L	14		$25.23	$572.33	2013
235370	FT455 PLUS	Medium Truck	Firestone		11R24.5	L	14		$29.39	$599.93	2013
235387	FT455 PLUS	Medium Truck	Firestone		255/70R22.5	L	16		$18.99	$544.74	2013
238209	FD695 PLUS	Medium Truck	Firestone		295/75R22.5	L	14		$25.23	$726.35	2013
238226	FD695 PLUS	Medium Truck	Firestone		285/75R24.5		14		$25.23	$755.28	2013
238243	FD695 PLUS	Medium Truck	Firestone		11R22.5		14		$25.23	$726.35	2013
238277	FD695 PLUS	Medium Truck	Firestone		11R24.5		14		$29.39	$755.28	2013
240623	FS400	Medium Truck	Firestone		315/80R22.5		20		$52.83	$964.52	2013
241252	FS820	Medium Truck	Firestone		11R22.5		16		$0.00	$756.29	2013
244091	FS507 PLUS	Medium Truck	Firestone		295/75R22.5	L	14		$25.23	$636.60	2013
244108	FS507 PLUS	Medium Truck	Firestone		295/75R22.5	L	16		$34.59	$662.55	2013
244125	FS507 PLUS	Medium Truck	Firestone		285/75R24.5	L	14		$25.23	$688.46	2013
244142	FS507 PLUS	Medium Truck	Firestone		11R22.5	L	14		$25.23	$636.60	2013
244159	FS507 PLUS	Medium Truck	Firestone		11R22.5	L	16		$29.39	$662.55	2013
244176	FS507 PLUS	Medium Truck	Firestone		11R24.5	L	14		$29.39	$688.46	2013
244193	FS507 PLUS	Medium Truck	Firestone		11R24.5	L	16		$34.59	$720.85	2013
252727	XR4	Medium Truck	Firestone		10R17.5HC		14		$12.29	$543.76	2013
281034	FD663	Medium Truck	Firestone		10R22.5		12		$16.07	$648.58	2013
281042	FD663	Medium Truck	Firestone		11R22.5		14		$25.23	$689.77	2013
281050	FD663	Medium Truck	Firestone		295/75R22.5		14		$25.23	$689.77	2013
281069	FD663	Medium Truck	Firestone		11R24.5		14		$29.39	$723.93	2013

281077	FD663	Medium Truck	Firestone		285/75R24.5		14		$25.23	$723.93	2013
281549	T831	Medium Truck	Firestone		10.00R20		16		$29.39	$620.37	2013
281557	T831	Medium Truck	Firestone		11R22.5		16		$29.39	$772.79	2013
281565	T831	Medium Truck	Firestone		11R24.5		16		$34.59	$833.85	2013
281573	T831	Medium Truck	Firestone		11.00R20		16		$36.76	$845.52	2013
281581	T831	Medium Truck	Firestone		12R22.5		16		$36.76	$892.07	2013
290521	T559 RADIAL	Medium Truck	Firestone		11R24.5		16		$34.59	$572.12	2013
293733	FD663	Medium Truck	Firestone		11R24.5		16		$34.59	$768.33	2013
294500	T819	Medium Truck	Firestone		11.00R20		16		$36.76	$795.61	2013
294527	T819	Medium Truck	Firestone		11.00R22		16		$40.92	$853.41	2013
294535	T819	Medium Truck	Firestone		11R22.5		16		$29.39	$734.26	2013
294543	T819	Medium Truck	Firestone		11R24.5		16		$34.59	$781.34	2013
294586	T839 RADIAL	Medium Truck	Firestone		385/65R22.5		18		$27.74	$982.48	2013
294594	T839 RADIAL	Medium Truck	Firestone		425/65R22.5		20		$37.33	$1,095.43	2013
294608	T839 RADIAL	Medium Truck	Firestone		445/65R22.5		20		$41.58	$1,252.67	2013
294721	T546 RADIAL	Medium Truck	Firestone		10.00R20		16		$29.39	$588.54	2013
294748	T546 RADIAL	Medium Truck	Firestone		9.00R20		14		$20.51	$684.65	2013
296902	FS590 PLUS	Medium Truck	Firestone		11R22.5		14		$25.23	$649.44	2013
296910	FS590 PLUS	Medium Truck	Firestone		11R24.5		14		$29.39	$686.19	2013
296929	FS590 PLUS	Medium Truck	Firestone		295/75R22.5		14		$25.23	$649.44	2013
296937	FS590 PLUS	Medium Truck	Firestone		285/75R24.5		14		$25.23	$686.19	2013
297003	FS507	Medium Truck	Firestone		11R22.5		14		$25.23	$636.60	2013
297011	FS507	Medium Truck	Firestone		11R22.5		16		$29.39	$662.55	2013
297038	FS507	Medium Truck	Firestone		11R24.5		14		$29.39	$688.46	2013
297046	FS507	Medium Truck	Firestone		11R24.5		16		$34.59	$659.99	2013
297054	FS507	Medium Truck	Firestone		295/75R22.5		14		$25.23	$636.60	2013
297062	FS507	Medium Truck	Firestone		295/75R22.5		16		$29.39	$662.55	2013
297070	FS507	Medium Truck	Firestone		285/75R24.5		14		$25.23	$627.63	2013

BRIDGESTONE

Your Journey, Our Passion

Truck Tire Limited Warranty & Safety Manual



TIRE WARRANTY, MAINTENANCE and SAFETY MANUAL

BRIDGESTONE TRUCK TIRES

Congratulations on your purchase of quality BRIDGESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("Bridgestone") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY BRIDGESTONE BRAND TRUCK TIRES

ELIGIBILITY

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new Bridgestone brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2011 (DOT serial 0111 or later). For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire was purchased after January 1, 2012.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or Bridgestone.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Bridgestone brand truck tire retailer.
- For coverage under the Enhanced Casing Limited Warranty, the eligible tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.
- For coverage under the "Premium Casing Enhanced Limited Warranty" that was in effect for certain patterns and certain sizes purchased between 11/1/2007 and 1/1/2012, refer to the Bridgestone Truck Tire Limited Warranty that would have been in effect at the time of the original sale.

WHAT IS WARRANTED and FOR HOW LONG

Upon examination by Bridgestone, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within six years (seven years for certain tires, see the section entitled "Enhanced Casing Limited Warranty") from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced with an equivalent new Bridgestone brand truck tire on the basis set forth in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
   - A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
   - B. **Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
   - C. **Insufficient or improper maintenance**, including, without limitation: Wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
   - D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including, without limitation: Improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires with internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement will not void the Limited Warranty unless an inspection of the tire reveals damage related to the use of the additive.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.

13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

NO-CHARGE REPLACEMENT – NEW TIRE

Bridgestone brand truck tires adjusted under this Limited Warranty will be replaced free of charge (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

PRO-RATED REPLACEMENT – WORN ORIGINAL TREAD TIRE

Bridgestone brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at Bridgestone's option, be repaired or replaced with an equivalent new Bridgestone brand truck tire on a pro rata basis. To determine the replacement price, the percent of used tread wear is multiplied by the dealer's current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING LIMITED WARRANTY

The Enhanced Casing Limited Warranty will apply if all the "ELIGIBILITY" requirements listed above are met and an eligible pattern, size and load range tire becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control within seven years from the date of tire manufacture and an unlimited number of retreads, the casing credit will be as follows:

- Eligible Patterns: R287A, R283 Ecopia, R280, R260, R250, M726EL, M720, M710 Ecopia, M770, R195, R197, R197 Ecopia
- Eligible Sizes & Load Ranges: 295/75R22.5, 11R22.5, 255/70R22.5, 285/75R24.5, 11R24.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	$130
1st Retread	$100
2nd Retread	$75
3rd Retread	$50
4th & Subsequent Retreads	$25

- Eligible Pattern: R250
- Eligible Sizes and Load Ranges: 225/70R19.5, 245/70R19.5, 265/70R19.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	$100
1st Retread	$75
2nd Retread	$50
3rd Retread	$25
4th & Subsequent Retreads	$25

REPLACEMENT WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.trucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Bridgestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING
Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING
Driving on tires with improper inflation pressure is dangerous.
- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING
Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING
Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.
- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING
Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall

near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in "2406" would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in "329" would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.
- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired**; consequently, they must be replaced.

- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any improper repair voids the tire Limited Warranty.** See "Limited Warranty" in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING
Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING
If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING
Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WARNING
Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.
- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.

- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING
Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING
Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
  - Never tap component parts with a tool/hammer/mallet while tire is inflated.
  - Never attempt to disassemble multi-piece rims while inflated.
- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING
Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING
Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Bridgestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Bridgestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world

driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING
Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING
Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.trucktires.com, or call 1-800-815-9793 to find an authorized Bridgestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Bridgestone truck tire Dealer by consulting the yellow pages of your local telephone book.

2. If additional assistance is required, call or write the nearest Bridgestone Technical Service Center listed below.

BRIDGESTONE TOLL FREE NUMBER
1-800-847-3272

Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000

TECHNICAL SERVICE CENTERS

WEST REGION
2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION
2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION
201 Bridgestone Pkwy
Lebanon, TN 37090

WWW.TRUCKTIRES.COM

A. Truck Tire Limited Warranty

Eligibility

You are covered under the terms of this warranty (a) if you are the authorized agent of the first retail purchaser of any new Firestone truck tire manufactured after January 1, 1995 (DOT date after 015) bearing the Firestone name and Department of Transportation (DOT) assigned identification number, and (b) the tire is of a size equivalent to or greater than that specified for use by the vehicle Manufacturer's or Firestone's recommendations, and (c) and the tire is authorized and approved for sale in the U.S.A. and is listed in a corresponding U.S.A. dealer price book.

What This Warranty Covers And For How Long

If before wearing down to **2/32nds of an inch** of original tread depth (i.e., worn down to the top of the built-in indicators in the tread grooves) or **6-years from the date of manufacture** (referenced by the last three or four digits of the DOT number), whichever occurs first, an examination by Firestone shows that any tire covered by this warranty has become unusable for any reason within the manufacturer's control, such tire will either be repaired at no charge or replaced with an equivalent new Firestone tire on the basis set forth below.

No Charge Replacement

If, within the first **10%** of original usable tread depth wear or **12 months** from date of purchase (proof of purchase required), whichever occurs first, a Firestone truck tire becomes unusable for conditions within the manufacturer's control, the tire will, at Firestone's option, be replaced free of charge (Federal Excise Tax included). The cost of mounting, balancing, and other service charges, disposal fees, or applicable taxes are payable by you.

Pro-Rated Replacement

If a Firestone truck tire is worn beyond the first 10% of original usable tread wear and becomes unusable for conditions within the manufacturer's control, the tire will, at Firestone's option, be repaired or replaced with an equivalent new Firestone tire on a pro-rated basis. You will be charged for the tread wear prorated by multiplying the current dealer selling price of the tire (in effect at the time of adjustment) by the percentage of original tread depth that has been worn from the tire.

The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

What This Warranty Does Not Cover

1. **Tire damage due to road hazards, curbing or spinning.** Including, without limitation, puncture, cut, impact break, bruise, bulge, snag, stone drill, etc.
2. **Continued use while run flat or severely under-inflated.**
3. **Improper use or operation.** Including, without limitation, improper inflation pressure, overload, use of an improper rim, vehicle misalignment, wheel imbalance, improper brake adjustment, worn suspension components, improper mounting or demounting, misuse, misapplication, negligence, tire spinning, tire chain damage, chemical contamination (such as aftermarket sealers, fillers, etc.), fire or other externally generated heat, water or other material entrapped inside the tire during mounting, tire alteration, racing or competition purposes.
4. **Improper repair.**
5. **Ride disturbance.** Claims submitted after the first 10% of original tread wear.
6. **Casing failure due to improper retreading methods, materials, installation or repairs.**
7. **Conditions caused by aging, improper storage or weather after 4 years from date of manufacture.**
8. **Casings rendered unretreadable due to excessive tread wear or improper buffing.**
9. **Claims for irregular wear.**
10. **The cost of applicable taxes.**
11. **Tire use outside the U.S.A.**

Owner's Obligation

1. You must present to any authorized Firestone truck tire dealer or agent in the U.S.A. the tire for which you are seeking warranty consideration and proof of purchase if applicable. Consult your telephone directory for the nearest authorized Firestone truck tire dealer.
2. You must pay all applicable dealer service charges and taxes.
3. You must complete and sign the customer section of the Firestone Limited Warranty Form.
4. Your vehicle on which the tire was equipped must also be available for inspection.
5. Tires accepted for warranty compensation become the property of Firestone.

Conditions and Exclusions

1. To the extent permitted by law, Firestone disclaims liability for any consequential damages, loss of time, loss of vehicle usage or inconvenience.
2. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of this limited warranty.
3. No Firestone employee, dealer or representative has the authority to make any representation, promise or agreement, which in any way varies from the terms and conditions of this warranty.

Legal Rights

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above such limitations or exclusions may not apply to you.

For Firestone Truck Tires Produced Prior To January 1, 1995.

Every Truck tire manufactured by Firestone and bearing Firestone's name and D.O.T. number is warranted to be free from defects in workmanship and materials for the original usable tread depth (original tread depth less 2/32") without limit as to time or mileage. If an examination by Firestone shows that any such tire failed as a result of such defect, it will at the option of Firestone, either be repaired at no charge, or replaced charging the customer for tread wear, prorated by multiplying the current Dealer Selling Price of the tire in effect at the time of adjustment by the percentage of tread depth that has been worn from the tire. Cost of mounting and balancing and any other service charges or applicable taxes are payable by the customer.

Limited Warranty Exclusions — All Tires and Tubes

For tires produced prior to January 1, 1995.

All tires and tubes limited warranties are subject to the following exclusions:

1. All Firestone limited warranties are limited to the original purchaser and the original vehicle on which mounted, and are not assignable to subsequent purchasers or vehicles.
2. Costs of mounting and balancing following prorated replacement or repair of tires or tubes, and applicable federal, state and local taxes, are not covered by the warranties.
3. Warranties do not cover damage resulting from road hazards, misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, misalignment or imbalance of wheels, defective brakes or shock absorbers, abuse, willful damage, oil, chemical action, fire or other externally generated heat, use of tire chains, use of studs on snow tires, and water or other material entrapped inside the tire during mounting.
4. Claims for irregular wear are not covered.
5. Adjustment claims for poor uniformity or out-of-round must be submitted during the first 1/32" of wear, but only after the procedures listed in the Firestone Medium Truck Tire Data Book have been carefully followed in an attempt to correct the problem. Any such claims submitted after the first 1/32" of wear will be rejected.
6. All tube-type tires should be used with proper size Firestone tubes exclusively.
7. Warranties apply to original usable tread depth and do not extend to retreaded tires.
8. Warranties are valid only for tires and tubes purchased and normally used in the continental United States and in Alaska, but not in Hawaii.
9. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of this limited warranty.
10. All obligations or liabilities for incidental or consequential damages are hereby excluded.
11. Some states do not allow limitations in how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above such limitations or exclusions may not apply to you.

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rosario C. Cabello, Finance Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT
Consideration to renew the annual supply contract FY14-031 to the following vendors:

1. Conney Safety Products, Madison, Wisconsin (Primary Vendor)

2. Eagle Supply, Laredo, Texas (Secondary Vendor)

for the purchase of safety supplies in an amount up to $150,000.00 for all City departments. This contract establishes pricing for those safety supplies most commonly utilized by City departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. There will be no price increase during this extension period. All items will be purchased on an as needed basis and funding will be secured from the user department budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA
None.

PREVIOUS COUNCIL ACTION
Awarded a one year contract on 2/18/15.

BACKGROUND
This contract establishes base pricing for safety supplies most commonly utilized by city departments. Staff is recommending Conney Safety Products, Madison, WI, as the primary contract vendor and Eagle Supply, Laredo, TX, as the secondary vendor. It is the City's policy to compare pricing from the primary and secondary vendors for all orders that exceed $1,000.00. Approximately $150,000.00 is spent on safety supplies on an annual basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract.

Summary

	Conney Safety	Eagle Supply	

	Madison, WI	Laredo, TX
	Low Bid Percentage Rate	Low Bid Percentage Rate
Price listing of 134 Items	50%	43%

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

Contract FY14-031

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of safety and miscellaneous supplies for various municipal departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY14-031

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

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

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

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder(s) based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this 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 during 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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(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) 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.

(e) 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.

(f) 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.

(g) 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.

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

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 INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) Financial Interest.

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;

(2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;

(3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:

(A) Ten percent (10%) or more of the voting stock or shares of the business entity; or

(B) Ten percent (10%) or more of the fair market value of the business entity; or

(4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:

(A) a subcontractor on a city contract;

(B) a partner; or

(C) a parent or subsidiary business entity.

13.3 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 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.

13.4 NON-COLLUSIVE AFFIDAVIT

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.

Formal Invitation for Bids
Safety Supplies Contract

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the purchase of safety supplies and miscellaneous products. Multiple contacts will be awarded for those items specifically listed on this bid sheet; and a primary and secondary vendor will be selected for all other general safety products not specifically listed. All safety and miscellaneous products will be ordered as required and delivered directly to requesting departments

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 3, 2014 to:

Manuel Franco
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: mfranco9@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

16.0 General Requirements

The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. Multiple contracts will be awarded by sections for those items specifically listed on this bid sheet; and primary and secondary vendors will be selected for all other general products not specifically listed

16.1 Payment and Invoicing
All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.

16.2 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.

16.3 Bids not submitted on these forms will not be considered.

16.4 It is the intent of the City to secure a contract for general safety supplies required by the different city departments. The successful bidder (s) will be required to provide a safety supply catalogue listing items that are readily available for purchase.

16.5 The contract award shall be based on an estimated total annual expenditure by all city departments of $150,000.00. There is no "guaranteed annual contract volume".

16.5.1 There are approximately 56 end users ordering.

16.5.2 The average order size is $1,000.00.

16.6 The contract vendor is encouraged to provide this price schedule on an electronic format (diskette, on-line terminal, and internet). The successful bidder will be required to provide training to the City of Laredo's Purchasing Division on the use of the electronic price schedule. The vendor must provide copies of the most current catalogue within thirty days (30) after notification of award.

16.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.

16.8 The bid pricing must be firm for the contract period.

16.9 The City of Laredo Purchasing Department may compare pricing from the primary and secondary vendors for all orders that exceed $ 1,000.00.

16.10 Cancellation of Contract: The following conditions will result in the cancellation of this contract:

16.10.1 This contract may be canceled, by either party, within sixty days of a written notice.

16.10.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products, within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.

16.11 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.

16.12 Prices should be F.O.B. City of Laredo office locations. Inside and second and third floor delivery required.

17.0 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 two, additional one (1) years periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

17.1 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

18.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendor will be selected for all other general safety products not specifically listed.

Annual Supply 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 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.

19.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to ealdape@ci.laredo.tx.us or to mfranco9@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

20.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

21.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

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

23.0 Tab B Price Schedule

23.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$	
A - 2	12/3 x 25' Extension cord	Each	$	
A - 3	12/3 X 50'' Extension cord	Each	$	
A - 4	14" Black cable ties	Each	$	
A – 5	16 Gauge tie wire	Each	$	
A – 6	25' Extension cord	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.2 Section B – Raincoats

3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$	
B - 2	Raincoat LG with hoodie	Each	$	
B – 3	Raincoat XLG	Each	$	
B- 4	Raincoat XXLG	Each	$	
B- 5	Raincoat XXXLG	Each	$	
	TOTAL		$	

Hooded Raincoat LG

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$	
C – 2	3/8" Ratchet load binders	Each	$	
C – 3	3/8" x 20' Chain binder	Each	$	
C – 4	5' Ratchet hoist	Each	$	
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$	
C – 6	9/16" Combination ratchet wrench	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual On Uniformed Traffic Control Device System regulations.

23.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

23.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$	
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$	
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$	
D – 4	4'x100' Orange safety fence	Each	$	
D – 5	Roll up sign stands	Each	$	
D – 6	Marking wands	Each	$	
D – 7	Safety barrels with rings	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$	
E – 2	First Aid cabinet for construction kit	Each	$	
E – 3	Vehicle first aid construction kit (metallic box)	Each	$	
E – 4	Large Latex Gloves	Case	$	____/Case
E – 5	X Large Latex Gloves	Case	$	/Case
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.6 Section F– Gloves
Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$	
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$	
F – 3	Hyflex Gloves	Dozen	$	
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$	
F – 5	XLG Mustang Premium leather gloves	Dozen	$	
F – 6	Double palm leather gloves; size Large	Dozen	$	
F – 7	Med. Driver Gloves w/strap	Dozen	$	
F – 8	Med. Mustang premium leather gloves	Dozen	$	
F – 9	Medium drivers leather gloves w/pull strap	Dozen	$	
F – 10	Medium leather gloves with strap	Dozen	$	
F – 11	Large leather driver gloves	Dozen	$	
F – 12	Large mustang leather palm gloves	Dozen	$	
F – 13	Mustang premium leather gloves Large	Dozen	$	
F – 14	Reflective Mechanic Gloves -Large	Dozen	$	
F – 15	Reflective Mechanics Gloves	Dozen	$	
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$	
	TOTAL		$	

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

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

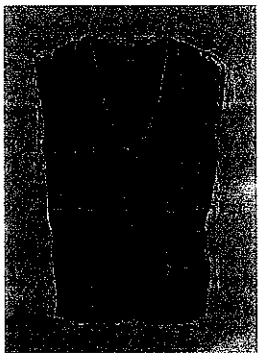
Company Representative's Name: _____

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

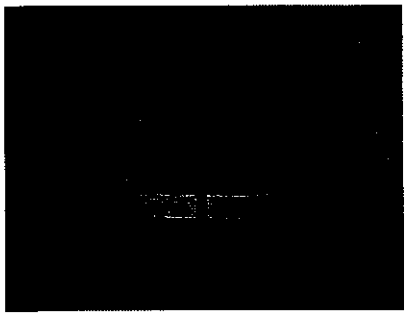
23.7 Section G– Safety Vest

Section G —Safety Vest Must be ANSI Compliant				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G- 1	L /XL Surveyors Safety Vest Ergodyne 	Each	$	
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$	
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$	
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$	
G - 5	Large Class 11 Safety Vest 	Each	$	
G - 6	XL Class 11 Safety Vest	Each	$	
G - 7	2XL Class 11 Safety Vest	Each	$	
G - 8	3XL Class II Safety Vest	Each	$	
G- 9	Large Class II Safety Vest with two double lines 	Each	$	
G-10	XL Class II Safety Vest with two double lines	Each	$	
G-11	2XL Class II Safety Vest with two double lines	Each	$	
G-12	3XL Class II Safety Vest with two double lines	Each	$	
	TOTAL		$	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.



- R&R Industries, Inc or approved equal.
- Class 2 / level 2
- Style: V200L
- RRI # 128452
- RN# 73907
- Lime vest with silk screened 2" above horizontal stripe on back of the vest



- ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
- Zipper closure
- 2" level 2 ANSI-Compliant reflective material
- Reflective set on 4.5" contrasting color background
- Pockets: One, Inside
- Colors: Lime, Orange

Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.8 Section H– Safety Glasses

All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$	
H-2	Smoke frame; wrap around safety glasses	Dozen	$	
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$	
H-4	Grey wrap around safety glasses	Dozen	$	
H-5	Clear lens wrap around safety glasses	Dozen	$	
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$	
H-7	Dark lens safety glasses	Dozen	$	
H-8	Amber lens safety glasses	Dozen	$	
H-9	Platinum clear safety glasses	Dozen	$	
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$	
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.8 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$	
I-2	Steel toe water boots (Black)	Each	$	
I-3	Chest waders Sizes: 7-12	Each	$	
I- 4	Steel toe chest waders Sizes: 7-12	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.8 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$	
J – 2	White full brim ratchet hard hat	Each	$	
J – 3	Green full brim hard hat	Each	$	
J – 4	Blue full brim hard hat	Each	$	
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$	
J – 6	Protected head cap	Each	$	
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$	
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$	
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$	
J – 10	Clear lens face shields	Each	$	
J – 11	3M Particulate respirator 8510, N95	Box	$	
J – 12	3M Respirator respirator 8200, N95	Box	$	
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$	
	TOTAL		$	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

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

23.9 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$	
K – 2	Neck & Shoulder protection	Each	$	
K – 3	Bionic face shield	Each	$	
K – 4	25LB Cotton rags	Case	$	
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$	
K – 6	Wasp & Hornet killer	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.10 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$	
L – 2	Round point shovel	Each	$	
L – 3	16" Sharp shooter	Each	$	
L – 4	Square point shovel	Each	$	
L – 5	D Handle aluminum scoop shovel	Each	$	
L – 6	16" Heavy duty street brooms with handle	Each	$	
L – 7	Angle broom	Each	$	
	TOTAL		$	

Genuine Joe Angle Broom: 12" Wide

- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:

- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.11 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$	
M – 2	Mystik JT-6 Grease high temp.	Each	$	
M – 3	Grease gun flex hose #500-E	Each	$	
M – 4	Grease gun ridged pipe #500	Each	$	
M- 5	Red RTV silicone #81409	Case	$	
M- 6	Clear RTV silicone: #S00010	Case	$	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case		
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.12 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$	
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.13 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$	
O – 2	Rock Pick hammer	Each	$	
O – 3	Ball Pin hammer	Each	$	
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$	
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$	
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$	
O – 7	72" San Angelo bar	Each	$	
O – 8	Pick Mattock with fiberglass handle	Each	$	
O – 9	3 PC Channel locking pliers set	Set	$	
O – 10	3 PC Packing hook set	Set	$	
O – 11	3 PC Vice grip set	Set	$	
O – 12	30" Bolt cutter	Each	$	
O – 13	36" Asphalt lutes	each	$	
O – 14	24" Squeegees with handle: #4124	Each	$	
O – 15	Machete with plastic handle: M24	Each	$	
O – 16	Fire hydrant wrenches	Each	$	
O – 17	7 ½ yellow umbrellas	Each	$	
O – 18	Pruning loppers	Each	$	
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$	
O – 20	Trash picker	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

24.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

25.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 10 & 11)**
2. **Signed Bid Price Schedule (Pages 12 - 29)**
3. **Conflict of Interest Disclosure (Page 31)**
4. **Please submit one original signature bid document and two copies**

#1

CITY OF LAREDO
PURCHASING DIVISION

Conney Safety Products

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of safety and miscellaneous supplies for various municipal departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY14-031

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

Formal Invitation for Bids
Safety Supplies Contract

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the purchase of safety supplies and miscellaneous products. Multiple contacts will be awarded for those items specifically listed on this bid sheet; and a primary and secondary vendor will be selected for all other general safety products not specifically listed. All safety and miscellaneous products will be ordered as required and delivered directly to requesting departments

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 3, 2014 to:

Manuel Franco
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: mfranco9@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

16.0 General Requirements

The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. Multiple contracts will be awarded by sections for those items specifically listed on this bid sheet; and primary and secondary vendors will be selected for all other general products not specifically listed

16.1 Payment and Invoicing
All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.

16.2 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.

16.3 Bids not submitted on these forms will not be considered.

18.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendor will be selected for all other general safety products not specifically listed.

Annual Supply 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 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.

19.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to ealdape@ci.laredo.tx.us or to mfranco9@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

20.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 5-7 working days from date of order.

Bidder's business hours: From: 7 a.m. to 7 p.m.

Days of week: 5 - Monday - Friday

21.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Conney Safety Products

Signature of person authorized to sign bid Megan Rogan Date Jan. 3, 2014

Print Name of person authorized to sign bid Megan Rogan

Title: Account Manager

Business Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Telephone Number: 800-356-9100 Fax Number: 800-845-9095

Contact Person Email Address: mrogan@conney.com

Federal Tax ID Number: 39-1942451

Bidders Principal/Corporate Place of Business Address: Same as above

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 68 years

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

n/a

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

23.3 Section C – Chains & Ratchets

Section C – – Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$	NO BID
C – 2	3/8" Ratchet load binders	Each	$	
C – 3	3/8" x 20' Chain binder	Each	$	
C – 4	5' Ratchet hoist	Each	$	
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$	
C – 6	9/16" Combination ratchet wrench	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

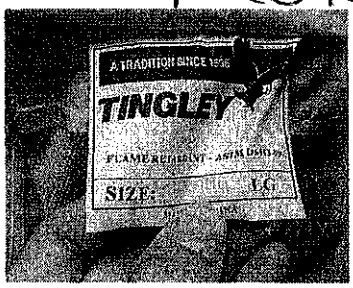
Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

23.2 Section B – Raincoats

3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats					
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid	
B- 1	Raincoat LG	Each	$ 16.25	Conney # L09928	D.S.
B - 2	Raincoat LG with hoodie	Each	$ 16.25	Conney # L09928	
B – 3	Raincoat XLG	Each	$ 16.25	Conney # SP05414	
B- 4	Raincoat XXLG	Each	$ 16.87	Conney # SP05415	
B- 5	Raincoat XXXLG	Each	$ 17.50	Conney # L09934	
	TOTAL		$ 83.12		

Add: For quantities of 1-19 > $3.00 each, 20-47 > $2.50 each, 48-503 $1.25 each For imprint + $50 set up fee for logo's (one time fee)



Hooded Raincoat LG

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

Company Name: Conney Safety

Owner/President Name: Marty Daley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Hogan

Company Representative's Name: Megan Hogan

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

23.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual On Uniformed Traffic Control Device System regulations.

23.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

23.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$14.00	Conney # 25457 JBC
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$9.23	Conney # 25456
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$33.70	Safety Flag Co # 89279BP
D – 4	4'x100' Orange safety fence	Each	$35.70	Conney # 83336
D – 5	Roll up sign stands	Each	$41.26	Conney # 28622
D – 6	Marking wands	Each	$26.05	Conney # 75836
D – 7	Safety barrels with rings	Each	$28.08	Conney # 83464
	TOTAL		$188.02	

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

Company Name: Conney Safety Products

Owner/President Name: Mary Paley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Rogan

Company Representative's Name: Megan Rogan

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

23.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$58.20	Conney # 40117
E – 2	First Aid cabinet for construction kit	Each	$ 17.10	Conney #31111,
E – 3	Vehicle first aid construction kit (metallic box)	Each	$51.45	North / Conney # 174940
E – 4	Large Latex Gloves	Case	$ 47.70	#81585 10 bx /Case
E – 5	X Large Latex Gloves	Case	$ 47.70	#81586 10 bx /Case
E – 6	Airsoft reusable ear plugs 30 decibals (u 27db)	Box	$ 23.53	Conney # 102026-Honeywell Airsoft 100/bx
	TOTAL		$ 285.68	

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

Company Name: Conney Safety Products

Owner/President Name: Marty Daley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Rogan

Company Representative's Name: Megan Rogan

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

23.6 Section F– Gloves

Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$ 105.48	MCR # 3220M Conney # 10570
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$ 105.48	MCR # 3220L Conney # 10571
F – 3	Hyflex Gloves # Hyflex Foam	Dozen	$ 81.44	Conney # 10094 (2S-XXL)
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$ 42.36	MCR # 1600 10XL Conney # 22122
F – 5	XLG Mustang Premium leather gloves	Dozen	$ 66.84	MCR # 1935XL Conney # 11772
F – 6	Double palm leather gloves; size Large	Dozen	$ 18.90	MCR # 1211J Conney # 609453
F – 7	Med. Driver Gloves w/strap	Dozen	$ 106.80	MCR # 3220M Conney # 10570
F – 8	Med. Mustang premium leather gloves	Dozen	$ 63.24	MCR # 1935M Conney # 11770
F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 106.80	MCR 3220M Conney # 10570
F – 10	Medium leather gloves with strap	Dozen	$ 106.80	MCR 3220M Conney # 10570
F – 11	Large leather driver gloves	Dozen	$ 106.80	MCR 3220L Conney # 10571
F – 12	Large mustang leather palm gloves	Dozen	$ 63.24	MCR # 1935L Conney # 11771
F – 13	Mustang premium leather gloves Large	Dozen	$ 63.24	MCR 1935L Conney # 11771
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 59.52	Majestic # 2132HYL Conney # 42764
F – 15	Reflective Mechanics Gloves	Dozen	$ 59.52	Conney # 42763-M
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 59.52	Conney # 42765
	TOTAL		$ 1,116.98	

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

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

Company Name: Conney Safety

Owner/President Name: Marty Daley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Rogan

Company Representative's Name: Megan Rogan

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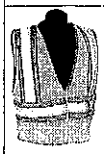
23.7 Section G– Safety Vest

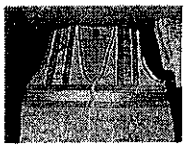
Section G —Safety Vest Must be ANSI Compliant

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G- 1	L /XL Surveyors Safety Vest Ergodyne 	Each	$ 9.62	Tingley # V73852 Conney # 27646
G - 2	2XL Surveyors Safety Vest. Ergodyne 2X/3X	Each	$ 9.62	Tingley # V 73852 Conney # 27647
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 9.62	Tingley # V 73852 Conney # 27647
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ 1.56	Basic Issue Conney # 29825
G - 5	Large Class 11 Safety Vest L/XL	Each	$ 3.30	Conney # 14455
G - 6	XL Class 11 Safety Vest L/XL	Each	$ 3.30	Conney # 14455
G - 7	2XL Class 11 Safety Vest 2X/3X	Each	$ 3.30	Conney # 14456
G - 8	3XL Class II Safety Vest 2X/3X	Each	$ 3.30	Conney # 14456
G- 9	Large Class II Safety Vest with two double lines	Each	$ 4.50	Cordova # VZ241PL 164930
G-10	XL Class II Safety Vest with two double lines	Each	$ 4.50	164931
G-11	2XL Class II Safety Vest with two double lines	Each	$ 4.50	164932
G-12	3XL Class II Safety Vest with two double lines	Each	$ 4.50	164933
G-13	L / XL Class III Safety Vest, yellow	Each	$ 13.91	Tingley # V70332 Conney # 21427

G-14	XXL Class III Safety Vest, yellow	Each	$ 13.91	Tingley# V70332 Size 2X/3X
G-15	XXXL Class III Safety Vest, yellow	Each	$ 13.91	V70332 Size 2X/3X
	TOTAL		$ 103.35	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.

- R&R Industries, Inc or approved equal.
- Class 2 / level 2
- Style: V200L
- RRI # 128452
- RN# 73907
- Lime vest with silk screened 2" above horizontal stripe on back of the vest



Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

- ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
- Zipper closure
- 2" level 2 ANSI-Compliant reflective material
- Reflective set on 4.5" contrasting color background
- Pockets: One, Inside
- Colors: Lime, Orange

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

Company Name: Conney Safety

Owner/President Name: J Marty Daley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Hogan

Company Representative's Name: Megan Hogan

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

23.8 Section H-- Safety Glasses

All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$16.32	Direct Safety Koverage #59189
H-2	Smoke frame; wrap around safety glasses	Dozen	$8.04	Direct Safety Dakota #59144
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$54.30	Kimberly Clark Wemesis #74581
H-4	Grey wrap around safety glasses	Dozen	$15.72	Direct Safety Outlook #59116
H-5	Clear lens wrap around safety glasses	Dozen	$16.32	Direct Safety Kovrage #59187
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$8.04	Direct Safety Dakota #59142
H-7	Dark lens safety glasses	Dozen	$8.04	Direct Safety Dakota 59144
H-8	Amber lens safety glasses	Dozen	$8.04	Direct Safety Dakota #59145
H-9	Platinum clear safety glasses	Dozen	$77.04	KC-Magnum #58018
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$8.04	Direct Safety Dakota 59144
H-11	Dewalt Contractor Pro Safety Glasses	Dozen	$23.04	Dewalt - #03621
	TOTAL		$242.94	

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

Company Name: Conney Safety

Owner/President Name: Marty Daley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Rogan

Company Representative's Name: Megan Rogan

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23.8 Section I-- Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$ 11.10	Tingley PVC Boots 34053-34059
I-2	Steel toe water boots (Black)	Each	$ 22.50	Cordova #13678-B685
I-3	Chest waders Sizes: 7-12	Each	$ 82.33	Servus # A2070
I- 4	Steel toe chest waders Sizes: 7-12	Each	$ 99.05	Onguard # 81004 7
	TOTAL		$ 215.58	

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

Company Name: Conney Safety

Owner/President Name: Marty Daley

Company Address: 3202 Latham Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Rogan

Company Representative's Name: Megan Rogan

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

23.8 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$8.00	Cordova #H34R1
J – 2	White full brim ratchet hard hat	Each	$8.00	Cordova H34R1
J – 3	Green full brim hard hat	Each	$8.25	Cordova H34R6-HiVis?
J – 4	Blue full brim hard hat	Each	$8.00	Cordova H34R5
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$6.13	MSA #463942
J – 6	Protected head cap	Each	$2.50	ERB #128409-Bump Cap
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$4.62	Ergodyne # 50959
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$4.62	Ergodyne# 509600
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$4.62	Ergodyne# 509603
J – 10	Clear lens face shields	Each	$5.00	#660518-Headgear & Pyramex #660519-Face Shield
J – 11	3M Particulate respirator 8510, N95 -- Discontinued	Box	$11.72	3M8210-Sub Cerney# 70005
J – 12	3M Respirator respirator 8200, N95	Box	$8.45	3M 8200
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$40.48	Elvex Proguard # EVL60R
	TOTAL		$120.59	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

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

23.9 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$ 5.18	OK1 # 153L3
K – 2	Neck & Shoulder protection ?	Each	$?	NO BID
K – 3	Bionic face shield	Each	$ 18.61	Honeywell # S8500
K – 4	25LB Cotton rags	Case	$ 124.42	50 Lb box - #204599
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$ 2.95	Direct Safety Polyolefin #15290
K – 6	Wasp & Hornet killer	Each	$ 4.25	Bee Bopper # 25832
	TOTAL		$ 157.41	

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

Company Name: Conney Safety

Owner/President Name: Mary Daley

Company Address: 3202 Lefthand Dr.

City, State, Zip Code: Madison, WI 53713

Company Authorized Representative's Signature: Megan Rogan

Company Representative's Name: Megan Rogan

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

23.10 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$	NO BID
L – 2	Round point shovel	Each	$	
L – 3	16" Sharp shooter	Each	$	
L – 4	Square point shovel	Each	$	
L – 5	D Handle aluminum scoop shovel	Each	$	
L – 6	16" Heavy duty street brooms with handle	Each	$	
L – 7	Angle broom	Each	$	
	TOTAL		$	

Genuine Joe Angle Broom: 12" Wide

- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:

- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.11 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$	NO BIDS
M – 2	Mystik JT-6 Grease high temp.	Each	$	
M – 3	Grease gun flex hose #500-E	Each	$	
M – 4	Grease gun ridged pipe #500	Each	$	
M- 5	Red RTV silicone #81409	Case	$	
M- 6	Clear RTV silicone: #S00010	Case	$	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case		
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.12 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$	NB NO BID
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

23.13 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$	NO NB BID
O – 2	Rock Pick hammer	Each	$	
O – 3	Ball Pin hammer	Each	$	
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$	
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$	
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$	
O – 7	72" San Angelo bar	Each	$	
O – 8	Pick Mattock with fiberglass handle	Each	$	
O – 9	3 PC Channel locking pliers set	Set	$	
O – 10	3 PC Packing hook set	Set	$	
O – 11	3 PC Vice grip set	Set	$	
O – 12	30" Bolt cutter	Each	$	
O – 13	36" Asphalt lutes	each	$	
O – 14	24" Squeegees with handle: #4124	Each	$	
O – 15	Machete with plastic handle: M24	Each	$	
O – 16	Fire hydrant wrenches	Each	$	
O – 17	7 ½ yellow umbrellas	Each	$	
O – 18	Pruning loppers	Each	$	
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$	
O – 20	Trash picker	Each	$	
	TOTAL		$	

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

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	25 %	
Medium provided: (electronic, internet, etc.)	www.Conney.com	
Catalogue:		

24.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

25.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 10 & 11)**
2. **Signed Bid Price Schedule (Pages 12 - 29)**
3. **Conflict of Interest Disclosure (Page 31)**
4. **Please submit one original signature bid document and two copies**

#2

#2

COPY

CITY OF LAREDO
PURCHASING DIVISION

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of safety and miscellaneous supplies for various municipal departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY14-031

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

Border Construction Specialty

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

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

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

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder(s) based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not applicable for this 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 during 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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(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) 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.

(e) 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.

(f) 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.

(g) 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.

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

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 INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) Financial Interest.

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;

(2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;

(3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:

(A) Ten percent (10%) or more of the voting stock or shares of the business entity; or

(B) Ten percent (10%) or more of the fair market value of the business entity; or

(4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:

(A) a subcontractor on a city contract;

(B) a partner; or

(C) a parent or subsidiary business entity.

13.3 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 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.

13.4 NON-COLLUSIVE AFFIDAVIT

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.

Formal Invitation for Bids
Safety Supplies Contract

14.0 Scope of Work

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached are being requested for the awarding of a twelve (12) month supply contract for the purchase of safety supplies and miscellaneous products. Multiple contacts will be awarded for those items specifically listed on this bid sheet; and a primary and secondary vendor will be selected for all other general safety products not specifically listed. All safety and miscellaneous products will be ordered as required and delivered directly to requesting departments

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 3, 2014 to:

Manuel Franco
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: mfranco9@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.

16.0 General Requirements

The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. Multiple contracts will be awarded by sections for those items specifically listed on this bid sheet; and primary and secondary vendors will be selected for all other general products not specifically listed

16.1 Payment and Invoicing

All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.

16.2 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.

16.3 Bids not submitted on these forms will not be considered.

16.4 It is the intent of the City to secure a contract for general safety supplies required by the different city departments. The successful bidder (s) will be required to provide a safety supply catalogue listing items that are readily available for purchase.

16.5 The contract award shall be based on an estimated total annual expenditure by all city departments of $150,000.00. There is no "guaranteed annual contract volume".

16.5.1 There are approximately 56 end users ordering.

16.5.2 The average order size is $1,000.00.

16.6 The contract vendor is encouraged to provide this price schedule on an electronic format (diskette, on-line terminal, and internet). The successful bidder will be required to provide training to the City of Laredo's Purchasing Division on the use of the electronic price schedule. The vendor must provide copies of the most current catalogue within thirty days (30) after notification of award.

16.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.

16.8 The bid pricing must be firm for the contract period.

16.9 The City of Laredo Purchasing Department may compare pricing from the primary and secondary vendors for all orders that exceed $ 1,000.00.

16.10 Cancellation of Contract: The following conditions will result in the cancellation of this contract:

16.10.1 This contract may be canceled, by either party, within sixty days of a written notice.

16.10.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products, within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.

16.11 The City of Laredo is an active member of the State of Texas Cooperative Purchasing Program, Houston Galveston Area of Council (HGAC), BuyBoard, Texas Cooperative Purchasing Network (TCPN), and US Communities - sponsored by the National Institute of Governmental Purchasing (NIGP), National League of Cities (NLC), United States Conference of Mayors (USCM). The City of Laredo can take advantage of any contract pricing negotiated with these agencies.

16.12 Prices should be F.O.B. City of Laredo office locations. Inside and second and third floor delivery required.

17.0 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 two, additional one (1) years periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

17.1 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

18.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendor will be selected for all other general safety products not specifically listed.

Annual Supply 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 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.

19.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to ealdape@ci.laredo.tx.us or to mfranco9@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

20.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 10 working days from date of order.

Bidder's business hours: From: 6:00 a.m. to 4:00 p.m.

Days of week: M- F

21.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Border Construction Specialties, LLC

Signature of person authorized to sign bid _____ Date 1/3/14

Print Name of person authorized to sign bid Jeff Becker

Title: General Manager - Government Business Division

Business Address: 3880 E. Broadway Rd.

City, State, Zip Code: Phoenix, AZ, 85040

Telephone Number: (877) 386-4651 Fax Number: (602) 437-2418

Contact Person Email Address: Government@bordercorp.com

Federal Tax ID Number: 20-8398579

Bidders Principal/Corporate Place of Business Address: 3880 E. Broadway Rd. Phoenix, AZ 85040

Indicated Status of Business:

Corporation _____ Partnership X Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 59 years

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

_____

_____

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

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

23.0 Tab B Price Schedule

23.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$ 50.99	BP1593 (Coleman Cable)
A - 2	12/3 x 25' Extension cord	Each	$ 19.99	BP1592 (Coleman Cable)
A - 3	12/3 X 50'' Extension cord	Each	$ 28.99	BP1594 (Coleman Cable)
A - 4	14" Black cable ties	Each	$ 0.08	AL-14-48-Ø-C (ACT ties 4016)
A – 5	16 Gauge tie wire	Each	$ 2.35	5#1000 (Weyerhaeuser)
A – 6	25' Extension cord	Each	$ 13.87	BP1591 (Coleman Cable)
	TOTAL		$ 116.27	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Saker - President

Company Address: 3880 E. Broadway Rd.

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Jeff Becker

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

23.2 Section B – Raincoats

3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$ 25.99	MCR Safety
B - 2	Raincoat LG with hoodie	Each	$ 25.99	MCR Safety
B – 3	Raincoat XLG	Each	$ 25.99	MCR safety
B- 4	Raincoat XXLG	Each	$ 26.99	MCR safety
B- 5	Raincoat XXXLG	Each	$ 26.99	MCR Safety
	TOTAL		$ 131.95	

Hooded Raincoat LG

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Salser - President

Company Address: 3880 E. Broadway Rd.

City, State, Zip Code: Phoenix, AZ 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Becker

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

23.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$ N/A	No Bid
C – 2	3/8" Ratchet load binders	Each	$	
C – 3	3/8" x 20' Chain binder	Each	$	
C – 4	5' Ratchet hoist	Each	$	
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$	
C – 6	9/16" Combination ratchet wrench	Each	$	
	TOTAL		$	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Suker – President

Company Address: 3880 E. Broadway Rd.

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Becker

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

23.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual On Uniformed Traffic Control Device System regulations.

23.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

23.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$ 17.99	Cortina Ø3-5ØØ-24Ø3M
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$ 11.61	Cortina Ø3-5ØØ-Ø7OKE
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$ 214.50	Cortina Ø7-8ØØ-4Ø52
D – 4	4'x100' Orange safety fence	Each	$ 24.99	BP177Ø Primsource
D – 5	Roll up sign stands	Each	$ 47.99	Cortina Ø7-822
D – 6	Marking wands	Each	$ 14.60	Cortina Ø3-3ØØ
D – 7	Safety barrels with rings	Each	$ 55.52	Cortina Ø3-780-6EGG
	TOTAL		$ 387.20	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Saker - President

Company Address: 3880 E. Broadway Rd.

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Jeff Becker

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

23.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$ 21.70	BP1810 ERB
E – 2	First Aid cabinet for construction kit	Each	$ 122.40	BP1440 ERB
E – 3	Vehicle first aid construction kit (metallic box)	Each	$ 54.00	ERB 50 Unit
E – 4	Large Latex Gloves	Case	$ 8.15	BP1702M ERB 100/Case
E – 5	X Large Latex Gloves	Case	$ 8.15	BP1702B 100/Case
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$ 107.99	100/Bx R3 Safety 34/5013/5
	TOTAL		$	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Sala – President

Company Address: 3850 E Broadway Rd

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Jeff Becker

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

23.6 Section F– Gloves
Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$ 128.99	R3/MCR 3220
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$ 128.99	R3/MCR 38 1432225
F – 3	Hyflex Gloves	Dozen	$ 26.35	11-600-L Ansell
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$ 85.72	R3/MCR 1935XL
F – 5	XLG Mustang Premium leather gloves	Dozen	$ 85.72	R3/MCR 3314085 45
F – 6	Double palm leather gloves; size Large	Dozen	$ 24.51	PIP Glove 85-7512J
F – 7	Med. Driver Gloves w/strap	Dozen	$ 128.99	R3/MCR 33143215
F – 8	Med. Mustang premium leather gloves	Dozen	$ 81.15	R3/MCR 3314085 35
F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 126.99	R3/MCR 3314 32215
F – 10	Medium leather gloves with strap	Dozen	$ 128.99	R3/MCR 3314 32215
F – 11	Large leather driver gloves	Dozen	$ 29.50	RM1771 PIP Glove
F – 12	Large mustang leather palm gloves	Dozen	$ 81.50	R3/MCR 3314085 25
F – 13	Mustang premium leather gloves Large	Dozen	$ 81.50	R3/MCR 3314085 25
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 93.99	PIP Glove 125-348/L
F – 15	Reflective Mechanics Gloves	Dozen	$ 93.99	PIP Glove 125-348/M
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 93.99	PIP Glove 125-348/2XL
	TOTAL		$ 1,422.87	

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

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Saker - President

Company Address: 3880 E. Broadway Rd

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Becker

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

23.7 Section G– Safety Vest

Section G —Safety Vest Must be ANSI Compliant				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G- 1	L /XL Surveyors Safety Vest Ergodyne	Each	$ 8.60	Ergodyne 8229Z L/XL
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$ 8.60	" " 2XL/3XL
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 8.60	" " 4XL/5XL
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ N/A	No Bid
G - 5	Large Class 11 Safety Vest	Each	$ 6.75	BP4787L Border
G - 6	XL Class 11 Safety Vest	Each	$ 6.75	BP4787XL Border
G - 7	2XL Class 11 Safety Vest	Each	$ 6.75	BP4787XXL Border
G - 8	3XL Class II Safety Vest	Each	$ 6.75	BP4787XXXL Border
G- 9	Large Class II Safety Vest with two *double lines*	Each	$ 9.50	Radians SV8G5L
G-10	XL Class II Safety Vest with two double lines	Each	$ 9.50	SV8G5XL Radians
G-11	2XL Class II Safety Vest with two double lines	Each	$ 9.50	SV8G52XL Radians
G-12	3XL Class II Safety Vest with two double lines	Each	$ 9.50	SV8G53XL Radians
G-13	L / XL Class III Safety Vest, *yellow*	Each	$ 21.50	Ergodyne 83302 L/XL

G-14	XXL Class III Safety Vest, yellow	Each	$ 8.60	BP4813XXL Border
G-15	XXXL Class III Safety Vest, yellow	Each	$ 8.60	BP4813 XXXL Border
	TOTAL		$129.50	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material **(1.375 inch reflective stripes)**. These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.

- R&R Industries, Inc or approved equal.
- Class 2 / level 2
- Style: V200L

- RRI # 128452
- RN# 73907
- Lime vest with silk screened 2" above horizontal stripe on back of the vest

Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

- ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
- Zipper closure
- 2" level 2 ANSI-Compliant reflective material
- Reflective set on 4.5" contrasting color background
- Pockets: One, Inside
- Colors: Lime, Orange

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Saker - President

Company Address: 3850 E. Broadway Rd.

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Jeff Becker

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

23.8 Section H– Safety Glasses
All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$ N/A	No Bid
H-2	Smoke frame; wrap around safety glasses	Dozen	$	
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$	
H-4	Grey wrap around safety glasses	Dozen	$	
H-5	Clear lens wrap around safety glasses	Dozen	$	
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$	
H-7	Dark lens safety glasses	Dozen	$	
H-8	Amber lens safety glasses	Dozen	$	
H-9	Platinum clear safety glasses	Dozen	$	
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$	
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$	
	TOTAL		$	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Baker - President

Company Address: 3840 E Broadway Rd.

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Becker

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

23.8 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$ 13.60	ST10 - (52) Seattle Glove
I-2	Steel toe water boots (Black)	Each	$ 13.60	" "
I-3	Chest waders Sizes: 7-12	Each	$ 98.50	Honeywell Servus A2070 DBM (070-012)
I- 4	Steel toe chest waders Sizes: 7-12	Each	$ 262.50	ONGUARD
	TOTAL		$388.20	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Baker - President

Company Address: 3880 E. Broadway Rd

City, State, Zip Code: Phoenix, AZ 85040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Jeff Becker

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

23.8 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$ 7.55	ERB 19201
J – 2	White full brim ratchet hard hat	Each	$ 8.99	ERB 19221
J – 3	Green full brim hard hat	Each	$ 9.99	PIP 280-6U6148-30
J – 4	Blue full brim hard hat	Each	$ 7.55	ERB 19206
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$ 7.99	MSA 10857271
J – 6	Protected head cap	Each	$ 3.75	ERB 901 Bump Cap
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$ 4.99	Ergodyne 12477
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$ 4.99	Egodyne 12478
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$ 4.99	Ergodyne 12485
J – 10	Clear lens face shields	Each	$ 4.75	North (Honeywell) 4178CL
J – 11	3M Particulate respirator 8510, N95	Box	$ 9.75	3M 66055585125
J – 12	3M Respirator respirator 8200, N95	Box	$ 10.65	3M BP2251B
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$ N/A	No Bid
	TOTAL		$ 86.94	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

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

23.9 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$ 7.00	TBP1375
K – 2	Neck & Shoulder protection	Each	$ 28.50	Tillman C241485BL
K – 3	Bionic face shield	Each	$ 24.95	sperian / Honeywell 58500
K – 4	25LB Cotton rags	Case	$ N/A	No Bid
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$ 5.95	Tyvek TY1228WHTXL @@2500
K – 6	Wasp & Hornet killer	Each	$ N/A	No Bid
	TOTAL		$ 74.40	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Seiker - President

Company Address: 3880 E Broadway Rd.

City, State, Zip Code: Phoenix, Az 85040

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Jeff Becker

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

23.10 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$ N/A	No Bid
L – 2	Round point shovel	Each	$	
L – 3	16" Sharp shooter	Each	$	
L – 4	Square point shovel	Each	$	
L – 5	D Handle aluminum scoop shovel	Each	$	
L – 6	16" Heavy duty street brooms with handle	Each	$	
L – 7	Angle broom	Each	$	
	TOTAL		$	

Genuine Joe Angle Broom: 12" Wide

- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:

- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Saker - President

Company Address: 3680 E. Broadway Rd.

City, State, Zip Code: Phoenix, AZ 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Becker

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

23.11 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$ N/A	No Bid
M – 2	Mystik JT-6 Grease high temp.	Each	$	
M – 3	Grease gun flex hose #500-E	Each	$	
M – 4	Grease gun ridged pipe #500	Each	$	
M- 5	Red RTV silicone #81409	Case	$	
M- 6	Clear RTV silicone: #S00010	Case	$	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case		
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$	
	TOTAL		$	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Sater – President

Company Address: 3880 E. Broadway Rd.

City, State, Zip Code: Phoenix, AZ 85040

Company Authorized Representative's Signature: JM

Company Representative's Name: Jeff Becker

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

23.12 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$ N/A	No Bid
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$	
	TOTAL		$	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Salem – President

Company Address: 3860 E Broadway Rd.

City, State, Zip Code: Phoenix, AZ 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Becker

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

23.13 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$ N/A	No Bid
O – 2	Rock Pick hammer	Each	$	
O – 3	Ball Pin hammer	Each	$	
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$	
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$	
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$	
O – 7	72" San Angelo bar	Each	$	
O – 8	Pick Mattock with fiberglass handle	Each	$	
O – 9	3 PC Channel locking pliers set	Set	$	
O – 10	3 PC Packing hook set	Set	$	
O – 11	3 PC Vice grip set	Set	$	
O – 12	30" Bolt cutter	Each	$	
O – 13	36" Asphalt lutes	each	$	
O – 14	24" Squeegees with handle: #4124	Each	$	
O – 15	Machete with plastic handle: M24	Each	$	
O – 16	Fire hydrant wrenches	Each	$	
O – 17	7 ½ yellow umbrellas	Each	$	
O – 18	Pruning loppers	Each	$	
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$	
O – 20	Trash picker	Each	$	
	TOTAL		$	

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

Company Name: Border Construction Specialties

Owner/President Name: Brian Saker President

Company Address: 3880 E Broadway Rd.

City, State, Zip Code: Phoenix, AZ 85040

Company Authorized Representative's Signature:

Company Representative's Name: Jeff Beck

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

Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	10 %	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

24.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

25.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Page 10 & 11)**
2. **Signed Bid Price Schedule (Pages 12 - 29)**
3. **Conflict of Interest Disclosure (Page 31)**
4. **Please submit one original signature bid document and two copies**

#3

#3

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

SAFETY SUPPLIES CONTRACT
CITY OF LAREDO

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of safety and miscellaneous supplies for various municipal departments.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 7, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 8, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Safety Supplies Contract
FY14-031

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

Eagle Supply

23.0 Tab B Price Schedule

23.1 Section A- Electrical Extension Cords

Section A – Electric Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	12/3 x 100' Extension cord	Each	$ N/B	
A - 2	12/3 x 25' Extension cord	Each	$ N/B	
A - 3	12/3 X 50'' Extension cord	Each	$ N/B	
A - 4	14" Black cable ties	Each	$ .8¢	#46-315UV3
A – 5	16 Gauge tie wire	Each	$ 5,50	DEALERD # 5689
A – 6	25' Extension cord	Each	$ N/B	
	TOTAL		$ 5.58	

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

Company Name: EAGLE Supply Co

Owner/President Name: FERNANDO BALLESTEROS

Company Address: 2406 OLD SPANISH TRL

City, State, Zip Code: Laredo TX 78046

Company Authorized Representative's Signature: [signature]

Company Representative's Name: FERNANDO BALLESTEROS

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

23.2 Section B – Raincoats

3 Piece with Silk Screen – Rain suits must include a jacket, detachable hood and bib-overall. The suite must be made of rugged, 210 denier nylon scrim base that is double-coated with PVC that forms a 0.288-mm thick material. Suits must have Rip stop reinforcements. The seams must be leaking resistant and heat-sealed. The plastic hardware must be nonconductive. The color of raincoats must be yellow. Must be available in men's chest sizes 38-56. River City Protective Wear # 3003 or approved equal.

Section B – Raincoats				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B- 1	Raincoat LG	Each	$ 7.95	Seattle #3048-L
B - 2	Raincoat LG with hoodie	Each	$ 9.95	Seattle #3048-L
B – 3	Raincoat XLG	Each	$ 7.95	Seattle #3048-XL
B- 4	Raincoat XXLG	Each	$ 9.95	Seattle #3048-XXL
B- 5	Raincoat XXXLG	Each	$ 9.95	Seattle #3048-XXXL
	TOTAL		$ 43,25	

Hooded Raincoat LG

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Owner/President Name: Fernando Ballesteros

Company Address: 2406 OLD Spanish TRL

City, State, Zip Code: Laredo, TX 78046

Company Authorized Representative's Signature:

Company Representative's Name:

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23.3 Section C – Chains & Ratchets

Section C — Chains & Ratchets				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
C – 1	3/8" x 200' Grade 40 chain	Each	$ 514.00	CAMPbell #018-0612
C – 2	3/8" Ratchet load binders	Each	$ 74.00	Peerless #H5125-0658
C – 3	3/8" x 20' Chain binder	Each	$ 75.00	Peerless # 5262363
C – 4	5' Ratchet hoist	Each	$ 325.00	IET #18766
C – 5	2" x 27' Ratchet tie down with strap: Item: 04622	Each	$ 22.00	# 04622
C – 6	9/16" Combination ratchet wrench	Each	$ 22.00	Gear Wrench #9034
	TOTAL		$ 1,032.00	

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Company Representative's Name: _____

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23.4 Section D – Traffic Equipment

Must be constructed of PVC and have a wide body. Color: High visibility day-flow orange. Must be 28 inches high. Must meet Manual On Uniformed Traffic Control Device System regulations.

23.4.1 Wide body traffic cone with 2 reflective collars, (top collar to be 6 inches and bottom collar to be 4 inches) Work Area #28 PVC-TLHRSL-6RFL-4, JBC Safety or approved equal.

23.4.2 Plain wide body traffic cone, Work Area # 28 PVCTLH, JBC Safety or approved equal.

Section D- Traffic Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	Heavy Duty, 28" traffic cones with two, diamond grade, reflective collars (top collar to be 6 inches and bottom collar to be 4 inches)	Each	$ 19.95	# 30130
D - 2	Heavy Duty, 28", plain wide body traffic cones without collars	Each	$ 14.95	# 30101
D – 3	48x48 Roll up sign "BE PREPARED TO STOP"	Each	$ 130.00	# BPS-48R
D – 4	4'x100' Orange safety fence	Each	$ 65.00	#30132
D – 5	Roll up sign stands	Each	$ 145.00	#30220C-202
D – 6	Marking wands	Each	$ 25.00	# 70403
D – 7	Safety barrels with rings	Each	$ 66.75	#30286T-30286B
	TOTAL		$466.65	

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Company Authorized Representative's Signature: [signature]

Company Representative's Name: _____

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23.5 Section E– First Aid & Safety Equipment

Section E – First Aid & Safety Equipment				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E – 1	First Aid construction kit	Each	$ N/B	
E – 2	First Aid cabinet for construction kit	Each	$ N/B	
E – 3	Vehicle first aid construction kit (metallic box)	Each	$ N/B	
E – 4	Large Latex Gloves	Case	$ 67.50 cs	#U700-L 10BX/Case
E – 5	X Large Latex Gloves	Case	$ 67.50 cs	#U700-XL 10BX /Case
E – 6	Airsoft reusable ear plugs 30 decibals	Box	$ 55.00	Howard Leight # AS-1
	TOTAL		$ 190 00	

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23.6 Section F– Gloves

Leather Palm Gloves, double palm as per specs. -No approved equal (by dozen)
Leather Palm Gloves MCR 12 11J Manufacture: Memphis Gloves, Size Large

Section F — Gloves				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
F – 1	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, MEDIUM.	Dozen	$ 77.00	Seattle #4420-M
F – 2	Memphis Premium Grain Cowhide Drivers Gloves: Straight thumb, pull-strap wrist, Large.	Dozen	$ 77.00	Seattle #4420-L
F – 3	Hyflex Gloves	Dozen	$ 24.00	Seattle #400
F – 4	XLG Mustang Leather Palm Gloves	Dozen	$ 67.00	Seattle #5220-XL
F – 5	XLG Mustang Premium leather gloves	Dozen	$ 67.00	Seattle #5220
F – 6	Double palm leather gloves; size Large	Dozen	$ 19.95	Seattle 1270P
F – 7	Med. Driver Gloves w/strap	Dozen	$ 77.00	Seattle #4420
F – 8	Med. Mustang premium leather gloves	Dozen	$ 67.00	Seattle #5220-M
F – 9	Medium drivers leather gloves w/pull strap	Dozen	$ 67.00	Seattle 4420
F – 10	Medium leather gloves with strap	Dozen	$ 77.00	SEATTLE #4420
F – 11	Large leather driver gloves	Dozen	$ 77.00	Seattle #4420
F – 12	Large mustang leather palm gloves	Dozen	$ 67.00	Seattle #5220
F – 13	Mustang premium leather gloves Large	Dozen	$ 67.00	Seattle #5220
F – 14	Reflective Mechanic Gloves -Large	Dozen	$ 7.50	Seattle HVGMC-L
F – 15	Reflective Mechanics Gloves	Dozen	$ 7.50	Seattle HVGMC-M
F – 16	Reflective Mechanics Gloves -XLG	Dozen	$ 7.50	Seattle HVGMC-XL
	TOTAL		$ 853.45	

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23.7 Section G– Safety Vest

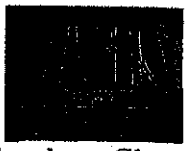
Section G —Safety Vest Must be ANSI Compliant				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
G- 1	L /XL Surveyors Safety Vest Ergodyne	Each	$ 9.95	Seattle #SV02-L
G - 2	2XL Surveyors Safety Vest. Ergodyne	Each	$ 10.95	Seattle #SV02-2XL
G- 3	3XL Surveyors Safety Vest. Ergodyne	Each Each	$ 10.95	Seattle #SV02-3XL
G- 4	Large Poly/cotton Safety Vest Non ANSI compliant	Each	$ 4.50	Seattle SVG
G - 5	Large Class 11 Safety Vest	Each	$ 7.95	Seattle #SV2101P-L
G - 6	XL Class 11 Safety Vest	Each	$ 7.95	Seattle #SV2101P-XL
G - 7	2XL Class 11 Safety Vest	Each	$ 8.95	Seattle #SV2101P-2XL
G - 8	3XL Class II Safety Vest	Each	$ 8.95	Seattle #SV2101P-3XL
G- 9	Large Class II Safety Vest with two double lines	Each	$ 7.60	Seattle #SV204-L
G-10	XL Class II Safety Vest with two double lines	Each	$ 7.60	Seattle #SV204-XL
G-11	2XL Class II Safety Vest with two double lines	Each	$ 7.60	Seattle #SV204-2XL
G-12	3XL Class II Safety Vest with two double lines	Each	$ 7.60	Seattle #SV204-3XL
G-13	L / XL Class III Safety Vest, yellow	Each	$ 11.40	Seattle #SV300NP-L

G-14	XXL Class III Safety Vest, yellow	Each	$ 11.40	Seattle SV300-2XL
G-15	XXXL Class III Safety Vest, yellow	Each	$ 11.40	Seattle SV300-3XL
	TOTAL		$ 134.75	

ANSI Class 2 vests shall have a minimum of 775 square inches of background material and a minimum of 201 square inches of retro reflective material (**1.375 inch reflective stripes**). These sleeveless vests are required for workers on sites around traffic going 25 mph or higher and workers near heavy machinery.

- R&R Industries, Inc or approved equal.
- Class 2 / level 2
- Style: V200L

- RRI # 128452
- RN# 73907
- Lime vest with silk screened 2" above horizontal stripe on back of the vest



Ergodyne- Glowear, High Visibility Vest
Item Model: BI-V320, Model #: 8229Z or approved equal, Lime

- ANSI- Compliant Surveyor vest - Polyester mesh (3.3 oz)
- Zipper closure
- 2" level 2 ANSI-Compliant reflective material
- Reflective set on 4.5" contrasting color background
- Pockets: One, Inside
- Colors: Lime, Orange

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23.8 Section H– Safety Glasses
All safety glasses provided shall comply with ANSI / Z80.3 - 2008, Nonprescription Sunglasses and Fashion Eyewear - Requirements

Section H – Safety Glasses				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H-1	Smoke lens; wrap around safety glasses	Dozen	$ 35.50	MCR BK112
H-2	Smoke frame; wrap around safety glasses	Dozen	$ 35.50	MCR BK110
H-3	Smoke lens; wrap around camo frame safety glasses	Dozen	$ 69.00	Jackson 22609
H-4	Grey wrap around safety glasses	Dozen	$ 35.50	MCR BK112
H-5	Clear lens wrap around safety glasses	Dozen	$ 35.50	MCR BK110
H-6	Clear , wrap around protective glasses for traffic guards	Dozen	$ N/B	
H-7	Dark lens safety glasses	Dozen	$ 35.50	MCR BK112
H-8	Amber lens safety glasses	Dozen	$ 69.00	Jackson 22608
H-9	Platinum clear safety glasses	Dozen	$ 69.00	Jackson 29112
H-10	Smoke lens safety glasses for Traffic Guards	Dozen	$ N/B	
H – 11	Dewalt Contractor Pro Safety Glasses	Dozen	$ N/B	
	TOTAL		$ 384.50	

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Company Representative's Name: _____

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23.8 Section I– Rubber Boots

Section I — Rubber Boots				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
I-1	Steel toe rubber boots (Black) Sizes: 7 - 14	Each	$ 17.95	Seattle #B165T
I-2	Steel toe water boots (Black)	Each	$ N/B	
I-3	Chest waders Sizes: 7-12	Each	$ 114.00	ONGUARD #86066
I- 4	Steel toe chest waders Sizes: 7-12	Each	$ 126.00	ONGUARD #86067
	TOTAL		$ 257.95	

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23.8 Section J– Hard Hat & Mask

Section J — Hard Hat & Mask				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
J – 1	White full brim hard hat	Each	$ 11.95	MSA
J – 2	White full brim ratchet hard hat	Each	$ 17.10	MSA
J – 3	Green full brim hard hat	Each	$ 11.95	MSA
J – 4	Blue full brim hard hat	Each	$ 11.95	MSA ~~#~~
J – 5	MSA V-Guard hard hat: 4-Point Staz-on Pin lock	Each	$ 14.95	3M
J – 6	Protected head cap	Each	$ 8.95	MSA
J – 7	Ergodyne Chill-Its Dew Rag: Stars & Stripes	Each	$ 4.95	ERGODYNE #12303
J – 8	Ergodyne Chill-Its Dew Rag: Camouflage	Each	$ 4.95	ERGODYNE # 12304
J – 9	Ergodyne Chill-Its Dew Rag: Flames	Each	$ 4.95	ERGODYNE # 12305
J – 10	Clear lens face shields	Each	$ 9.95	Sears #8270100000
J – 11	3M Particulate respirator 8510, N95	Box	$ 34.00	3M 8510
J – 12	3M Respirator respirator 8200, N95	Box	$ 19.95	3M 8200
J – 13	STIHL 0000 886 0210 Landscaper Brush Shield Protector	Each	$ N/B	
	TOTAL		$ 155.60	

Section J- Hard Hat & Mask: Full Brim Hat with

3M Particulate respirator 8510, N95:

- Adjustable M-Nose clip
- Braided headband
- 3M Proprietary filter media
- Fluid resistant passes the highest level of fluid resistance at 160mm H

3M Respirator respirator 8200, N95:

- Low cost N95
- Suggested for grinding, sanding, sweeping and other dust operation
- Adjustable nose clip, two-strap design and dual point attachment to help provide a secure fit
- Electrostatic ally charged microfibers are designed for ease for breathing

STIHL 0000 886 0210 Landscaper Brush Shield Protector:

- Developed for users of clearing saws, trimmers, and brush cutters
- Epoxy-coated full face screen
- Comfortable
- Adjustable hearing protectors
- Noise reduction rating of 25 decibels

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

23.9 Section K– Other Safety Supplies

Section K — Other Safety Supplies				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
K – 1	Knee pads	Each	$ 13.25	PIP #291-130
K – 2	Neck & Shoulder protection	Each	$ 8.95	ERB #19280
K – 3	Bionic face shield	Each	$ N/B	
K – 4	25LB Cotton rags	Case	$ N/B	
K – 5	XL Tyvek Disposable coveralls hood & boots	Each	$ 6.50	tyvek #SG1414
K – 6	Wasp & Hornet killer	Each	$ N/B	
	TOTAL		$ 29.20	

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Company Authorized Representative's Signature: [signature]

Company Representative's Name: _____

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23.10 Section L – Shovels & Brooms

Section L — Shovels & Brooms				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item
L – 1	16" Synthetic street brooms with handle	Each	$ 17.95 ea	ANDERSON #51006
L – 2	Round point shovel	Each	$ 18.00	UNION #45106
L – 3	16" Sharp shooter	Each	$ 25.75	UNION #47108
L – 4	Square point shovel	Each	$ 18.00	Union #44106
L – 5	D Handle aluminum scoop shovel	Each	$ 35.00	AMES #16812
L – 6	16" Heavy duty street brooms with handle	Each	$ 20.00	ANDERSON #51010
L – 7	Angle broom	Each	$ 13.95	Nexstep #6410
	TOTAL		$148.65	

Genuine Joe Angle Broom: 12" Wide

- Ideal for use in malls, restaurants and lobbies
- Bristles trap fine particles and will not stain, discolor or absorb odors

Aluminum Scoop D Handle:

- Blade Length = 19 in
- Blade Width = 15 1/4 in
- Capacity Volume = 4.50 cu ft
- Handle Type = Cushion D-Grip
- Overall Blade Material = Aluminum
- Blade Handle Material = White Ash

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Owner/President Name: FERNANDO BALLESTEROS

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City, State, Zip Code: LAREDO, TX. 78046

Company Authorized Representative's Signature: [signature]

Company Representative's Name: _____

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23.11 Section M – Grease and Lube

Section M — Grease & Lube				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
M – 1	Mystik JT-6 Grease	Each	$ 2.75	Mystik # JT-6
M – 2	Mystik JT-6 Grease high temp.	Each	$ 3.25	Mystik JT-6
M – 3	Grease gun flex hose #500-E	Each	$ 54.00	Alemite #500-E
M – 4	Grease gun ridged pipe #500	Each	$ 37.00	Alemite #500
M- 5	Red RTV silicone #81409	Case	$ N/B	
M- 6	Clear RTV silicone: #S00010	Case	$ N/B	
M- 7	CRC Super penetrant 12 pack Item #EW12386Z	Case	N/B	
M - 8	Absorbent oil pad ENR 300 15"x19"	Case	$ 56.00	#ENV300
	TOTAL		$ 153.00	

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23.12 Section N - Ladders

Section N - Ladders				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
N – 1	Extend - Climb-8-ft-Telescoping-Aluminum-Extension-Ladder-with-225-lb-Load-Capacity-Type-II-Duty-rating-	Each	$ N/B	
N – 2	24 ft. Fiberglass Extension Ladder with 300 lb. Load Capacity Type IA Duty Rating	Each	$ N/B	
N - 3	8' Type IAA Fiberglass Electricians Job Station	Each	$ N/B	
N - 4	8' Type IAA Fiberglass Contractor Job Station	Each	$ N/B	
	TOTAL		$	

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Company Address: _____

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23.13 Section O – Tools

Section O- Tools				
Item #	Description	UOM	Unit Price	Brand / Stock Number of
O – 1	16" Pound sledge hammer	Each	$ 42.00	Union #30586
O – 2	Rock Pick hammer	Each	$ 45.50	Estwing #AP22
O – 3	Ball Pin hammer	Each	$ 20.00	Barco #04416
O- 4	17 Pc ½ Dr. Socket set commercial grade	Set	$ 85.00	GearWrench #80706
O – 5	21 Pc ¼ Dr. Socket set, commercial grade	Set	$ 35.00	Stanley #85-388
O - 6	170 Pc Tool set, heavy duty commercial grade	Set	$ 120.00	Crescent #CTK170MP
O – 7	72" San Angelo bar	Each	$ 37.00	Union #30666
O – 8	Pick Mattock with fiberglass handle	Each	$ 40.00	AMES #1135400
O – 9	3 PC Channel locking pliers set	Set	$ 45.00	IRWIN #[illegible]GS1
O – 10	3 PC Packing hook set	Set	$ 55.00	CS Osborne
O – 11	3 PC Vice grip set	Set	$ 45.00	Irwin 321
O – 12	30" Bolt cutter	Each	$ 195.00	HKPorter#0290MCX
O – 13	36" Asphalt lutes	each	$ 29.75	MARSHALLTOWN #16439
O – 14	24" Squeegees with handle: #4124	Each	$ 25.00	MAGNOLIA Brush # 4124
O – 15	Machete with plastic handle: M24	Each	$ N/B	
O – 16	Fire hydrant wrenches	Each	$ N/B	
O – 17	7 ½ yellow umbrellas	Each	$ N/B	
O – 18	Pruning loppers	Each	$ 38.75	Seymour #WP-2130
O – 19	Magnolia Brush Shoe Handle Wire Scratch Brushes: Item # MGB 455-4-SC	Each	$ 2.05	ANDERSON #50079
O – 20	Trash picker	Each	$ N/B	
	TOTAL		$ 870.05	

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Company Authorized Representative's Signature:

Company Representative's Name:

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Provide discount pricing for other safety items not specifically listed in the bid schedules:

List Proposed Format		
Fixed Price Schedule		
Cost Plus percentage	%	
Discount from List (percentage)	%	
Medium provided: (electronic, internet, etc.)		
Catalogue:		

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) EAGLE Supply Co.

Signature of person authorized to sign bid _____ Date 1-7-14

Print Name of person authorized to sign bid FERNANDO BALLESTEROS

Title: OWNER

Business Address: 2406 OLD SPANISH TRL.

City, State, Zip Code: LAREDO, TX. 78046

Telephone Number: (956) 645-4154 Fax Number: _____

Contact Person Email Address: fb.eagle@yahoo.com

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: 2406 OLD SPANISH TRL.

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 4yrs.

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

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY14-043 to Gonzalez Auto Parts, Laredo, Texas in an amount up to $75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of four extension periods. All batteries will be secured on an as needed basis. There will be no price increase during this extension period. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/17/15.

BACKGROUND

Staff is recommending that this annual supply contract to furnish automotive batteries needed for all City vehicles be extended for one additional year. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for two, additional one (1) year periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial one year term.

Bid Summary:

Vendor	Section IA Built in USA 1 Year Battery Replacement	Section IB Built in USA 1 1/2 Year Battery Replacement
Gonzalez Auto Parts		

Complete listings of pricing and battery size are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

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

Attachments

Bid Tab FY14-043 Pricing

Contract FY14-043

Bid Tabulation FY14-043
Auto Batteries-Fleet Dept.
February 20, 2014 @ 3PM

Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	**Gonzalez Auto Parts Laredo, TX** Unit Price	Ext. Total
BAT-78	110	650	50	$ 68.00	$ 3,400.00
BAT-58R	80	580	16	$ 59.00	$ 944.00
BAT-31P	170	950	24	$ 74.95	$ 1,798.80
BAT-31S	170	950	120	$ 79.85	$ 9,582.00
BAT-24F	90	460	14	$ 55.00	$ 770.00
BAT-24	90	460	18	$ 55.00	$ 990.00
BAT-65	160	850	200	$ 69.00	$ 13,800.00
BAT-58	80	540	10	$ 59.00	$ 590.00
BAT-34	120	700	20	$ 64.00	$ 1,280.00
BAT-75	90	650	20	$ 65.00	$ 1,300.00
BAT-27	160	675	20	$ 67.00	$ 1,340.00
BAT-94R	140	730	48	$ 96.00	$ 4,608.00
BAT-U1R	34	235	18	$ 33.00	$ 594.00
				Total	$ 40,996.80

Battery Price Schedule Section IB-Built In USA 1 1/2-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	**Gonzalez Auto Parts Laredo, TX** Unit Price	Ext. Total
BAT-78	110	650	50	$ 68.00	$ 3,400.00
BAT-58R	80	580	16	$ 59.00	$ 944.00
BAT-31P	170	950	24	$ 74.95	$ 1,798.80
BAT-31S	170	950	120	$ 79.85	$ 9,582.00
BAT-24F	90	460	14	$ 55.00	$ 770.00
BAT-24	90	460	18	$ 55.00	$ 990.00
BAT-65	160	850	200	$ 69.00	$ 13,800.00
BAT-58	80	540	10	$ 59.00	$ 590.00
BAT-34	120	700	20	$ 64.00	$ 1,280.00
BAT-75	90	650	20	$ 65.00	$ 1,300.00
BAT-27	160	675	20	$ 67.00	$ 1,340.00
BAT-94R	140	730	48	$ 96.00	$ 4,608.00
BAT-U1R	34	235	18	$ 33.00	$ 594.00
				Total	$ 40,996.80

City of Laredo
Purchasing Division
RENEWAL NOTICE

February 5, 2015

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Floresville, Texas 78041

Re: Automotive Batteries
Contract FY14-043
Renewal Extension I

Dear Mr. Gage,

Contract for providing automotive batteries for the City of Laredo Fleet Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

Section IA Built-in USA 1 Year Battery Replacement
Section IB Built-in USA 1 1/2 Year Battery Replacement

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gonzalez Auto Parts
Request a contract extension: X Not request a contract extension: _____
Authorized Signature: Joe Gage
Print Name: Joe Gage
Date: 2/5/15

City of Laredo
Purchasing Division

RENEWAL NOTICE

February 5, 2015

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Floresville, Texas 78041

Re: Automotive Batteries
Contract FY14-043
Renewal Extension I

Dear Mr. Gage,

Contract for providing automotive batteries for the City of Laredo Fleet Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

Section IA Built-in USA 1 Year Battery Replacement
Section IB Built-in USA 1 1/2 Year Battery Replacement

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gonzalez Auto Parts

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

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

Enrique Aldape III

From: Jack Dunn, Jr.
Sent: Thursday, February 05, 2015 9:37 AM
To: Enrique Aldape III; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: RE: March 2015 Contracts

Good Morning,
FLEET- Auto Batteries-Yes, Thanks, Jack

From: Enrique Aldape III
Sent: Thursday, February 05, 2015 9:29 AM
To: Jack Dunn, Jr.; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: March 2015 Contracts

Good morning

Please advise if you wish to renew the following contracts which expire in March 2015. All these contracts have extensions.

MARCH 2015		Department	Awarded	E
Bio-Solid Disposal	14-035	**Utilities**	3/17/2014	3/1
Dry Sludge Removal-Jefferson Water Plant	14-044	**Utilities**	3/17/2014	3/1
Auto Batteries	14-043	**Fleet**	3/17/2014	3/1
Wood Grinding Services	13-026	**Landfill**	3/18/2013	3/1

Thanks

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division
Phone: 956-790-1814
Fax: 956-790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

March 18, 2014

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Laredo, Texas 78041

Re: Automotive Batteries
Contract FY14-043
Approved by City Council on March 17, 2014

Dear Mr. Gage,

This is to inform you that contract FY14-043 was approved by City Council on March 17, 2014. The term of this contract shall be for a period of one year. All safety batteries will be purchased on an as needed basis and all orders will be assigned a duly authorized purchase order.

Commodities under contract:

Section IA Built-in USA 1 Year Battery Replacement
Section IB Built-in USA 1 ½ Year Battery Replacement

If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Motions

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY14-043 to the bidder meeting specifications, Gonzalez Auto Parts, Laredo, TX in an amount up to $ 75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as need basis. Funding is available in the Fleet Maintenance budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received seven (7) bids for awarding an annual supply contract to furnish automotive batteries needed for all City vehicles. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Staff has reviewed the bids submitted and is recommending that a contract be awarded to the bidder meeting specifications Gonzalez Auto Parts, Laredo, Texas.

The apparent low bidder, Arnold Oil submitted a bid that did not meet the published specifications. The second lowest bidder does not have a local facility to supply batteries. Based on the Fleet Department's review of the bids submitted, staff is recommending that a contract be awarded to the bidder Gonzalez Auto Parts, Laredo, Texas meeting the published specifications and using the 5% local preference.

The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial two year term.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

AUTOMOTIVE BATTERIES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

February 6, 2014

Addendum No. 1

Ref: Bid: **Automotive Batteries– Fleet Department**
FY14-043

To All Interested Vendors:

Please note the following **modification**:

On page 15
25.3 Battery Price Schedule Section IIA – Not-Built in USA – 1-Year Free Replacement

On page 16
25.4 Battery Price Schedule Section IIB – Not-Built in USA – 1-1/2 Year Free Replacement

If there are any questions concerning this addendum or the specifications, please contact me at (956)-790-1814.

Sincerely,

Enrique Aldape III

Enrique Aldape III
Administrative Assistant II

Acknowledgement of Addendum #1_____
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 19, 2014** and all bids received will be **opened** and read publicly on **February 20, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 28th DAY OF JANUARY 2014.

Geraldine Ramirez for
Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

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

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

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

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

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not Applicable for this bid)

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 NON-COLLUSIVE AFFIDAVIT

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.

Formal Invitation for Bids
Automotive Batteries
Fleet Department **Revised 2/6/14**

14.0 Scope of Work
The City of Laredo is requesting bid pricing from vendors for awarding of a twelve (12) month supply contract for the purchase of automotive batteries.

Fleet Department point of contact: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, February 7, 2014 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

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

16.0 Battery Specifications
All Batteries must be Heavy Line, new unused, as listed in manufacturer's latest catalog.

16.1 The successful bidder must provide a location within the City of Laredo, where a 25% stock on all common sized batteries requested in this bid invitation will be kept. This location must be in a building with ample space for shelving and display of batteries specified. The contract vendor must provide the City a loaner battery while the battery is being charged if needed.

16.2 Bidder must provide names of company staff who will handle the account for the City of Laredo.

Name: _____ Phone number: _____

16.3 The delivery time for batteries will be within a 4 hour notice on normal business days. The successful bidder will be responsible to furnish all City of Laredo Department's battery requirements. The successful bidder must advise the City Maintenance Shop if batteries cannot be delivered within the time specified.

16.4 If during the contract period, the successful bidder cannot provide the batteries as stated, the City of Laredo may purchase the requested battery from another vendor and charge the difference in price to the vendor being awarded this contract. If the vendor consistently cannot provide batteries within the period specified above, the City shall have the option to cancel this contract upon a 30 day written notice.

16.5 All batteries must conform to the attached specifications in all respects. The City of Laredo reserves the right to inspect bidder's storing facilities. Facilities may be a determining factor in awarding this bid. This contract will be awarded to only one bidder.

16.6 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.7 Pickup & delivery: Successful bidder must provide pickup and delivery of batteries during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.8 All batteries must be labeled with the manufacturer's label and must have the cold cranking amps on the battery.

16.9 The City of Laredo will consider, as an option, batteries not built in the USA but meeting all specifications and reserves the right to choose either Section I or Section II.

16.10 The City prefers that all batteries show the average life expectancy on the accelerated life test.

16.11 The distributor must deliver fully charged batteries ready for installation.

16.12 The distributor must have a place of business in Laredo and be able to deliver Batteries to the Fleet Maintenance office, 1102 Bob Bullock Loop, Laredo, Texas.

16.13 Hot stamping batteries will not be allowed.

16.14 Bidder must provide a copy of the manufacturer's specification sheet for the brand of batteries being proposed.

17.0 Warranty and Guarantee

All batteries must be covered by a two (2) year manufacturer's warranty. All batteries must also come with a one (1) year free replacement or better, warranty in writing from the manufacturer. Bidder must provide with this bid, type of battery adjustment the company will provide.

Warranty: _____

Battery Adjustment: _____

Free Battery Replacement Time: _____

18.0 Delivery

Delivery of batteries to the City of Laredo Fleet Department Shop must be made within **3** calendar days after order has been placed.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

19.0 Purchases

Batteries will be purchased on a per-need basis. The City's needs shall govern the amount of batteries purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial two year term.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply 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 less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

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

25.0 Tab B Price Schedule

25.1 Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
				Grand Total Section IA	$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

25.2 Battery Price Schedule Section IB - Built In USA– 1 ½ -Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IB					$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

25.3 Battery Price Schedule Section IIA – Not-Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
				Grand Total Section IIA	$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

25.4 Battery Price Schedule Section IIB – Not-Built In USA – 1 ½ -Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IIB					$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

26.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

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.

OFFICE USE ONLY

Date Received

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

2

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

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

3

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

_____
Name of Officer

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

27.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries
FY14-043

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Please submit one original signature bid document and two copies**

#7

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

AUTOMOTIVE BATTERIES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles.

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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

February 6, 2014

Addendum No. 1

Ref: Bid: **Automotive Batteries– Fleet Department**
FY14-043

To All Interested Vendors:

Please note the following **modification:**

On page 15
25.3 Battery Price Schedule Section IIA – Not-Built in USA – 1-Year Free Replacement

On page 16
25.4 Battery Price Schedule Section IIB – Not-Built in USA – 1-1/2 Year Free Replacement

If there are any questions concerning this addendum or the specifications, please contact me at (956)-790-1814.

Sincerely,

Enrique Aldape III

Enrique Aldape III
Administrative Assistant II

Acknowledgement of Addendum #1 Joe Hay Jr 02/19/2014
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 19, 2014** and all bids received will be **opened** and read publicly on **February 20, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 28th DAY OF JANUARY 2014.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

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

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

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

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

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

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

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

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

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not Applicable for this bid)

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 NON-COLLUSIVE AFFIDAVIT

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.

Formal Invitation for Bids
Automotive Batteries
Fleet Department **Revised 2/6/14**

14.0 Scope of Work
The City of Laredo is requesting bid pricing from vendors for awarding of a twelve (12) month supply contract for the purchase of automotive batteries.

Fleet Department point of contact: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, February 7, 2014 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

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

16.0 Battery Specifications
All Batteries must be Heavy Line, new unused, as listed in manufacturer's latest catalog.

16.1 The successful bidder must provide a location within the City of Laredo, where a 25% stock on all common sized batteries requested in this bid invitation will be kept. This location must be in a building with ample space for shelving and display of batteries specified. The contract vendor must provide the City a loaner battery while the battery is being charged if needed.

16.2 Bidder must provide names of company staff who will handle the account for the City of Laredo.

Name: Joe Gage Jr. Phone number: 956-726-9766

16.3 The delivery time for batteries will be within a 4 hour notice on normal business days. The successful bidder will be responsible to furnish all City of Laredo Department's battery requirements. The successful bidder must advise the City Maintenance Shop if batteries cannot be delivered within the time specified.

16.4 If during the contract period, the successful bidder cannot provide the batteries as stated, the City of Laredo may purchase the requested battery from another vendor and charge the difference in price to the vendor being awarded this contract. If the vendor consistently cannot provide batteries within the period specified above, the City shall have the option to cancel this contract upon a 30 day written notice.

16.5 All batteries must conform to the attached specifications in all respects. The City of Laredo reserves the right to inspect bidder's storing facilities. Facilities may be a determining factor in awarding this bid. This contract will be awarded to only one bidder.

16.6 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.7 Pickup & delivery: Successful bidder must provide pickup and delivery of batteries during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.8 All batteries must be labeled with the manufacturer's label and must have the cold cranking amps on the battery.

16.9 The City of Laredo will consider, as an option, batteries not built in the USA but meeting all specifications and reserves the right to choose either Section I or Section II.

16.10 The City prefers that all batteries show the average life expectancy on the accelerated life test.

16.11 The distributor must deliver fully charged batteries ready for installation.

16.12 The distributor must have a place of business in Laredo and be able to deliver Batteries to the Fleet Maintenance office, 1102 Bob Bullock Loop, Laredo, Texas.

16.13 Hot stamping batteries will not be allowed.

16.14 Bidder must provide a copy of the manufacturer's specification sheet for the brand of batteries being proposed.

17.0 Warranty and Guarantee

All batteries must be covered by a two (2) year manufacturer's warranty. All batteries must also come with a one (1) year free replacement or better, warranty in writing from the manufacturer. Bidder must provide with this bid, type of battery adjustment the company will provide.

Warranty: manufacturer warranty

Battery Adjustment: N/A

Free Battery Replacement Time: 1 1/2 year (18months) Free Replacement

18.0 Delivery

Delivery of batteries to the City of Laredo Fleet Department Shop must be made within **3** calendar days after order has been placed.

Bidder's business hours: From: 8 a.m. to 7.30 p.m.

Days of week: Monday - Saturday

19.0 Purchases

Batteries will be purchased on a per-need basis. The City's needs shall govern the amount of batteries purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial two year term.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply 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 less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Gonzalez Auto Parts

Signature of person authorized to sign bid Joe Gage Jr. Date 02/19/2014

Print Name of person authorized to sign bid Joe Gage Jr.

Title: President

Business Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: 956-726-9766 Fax Number: 956-726-9760

Contact Person Email Address: jgage@gapautoparts.com

Federal Tax ID Number: 20-2071342

Bidders Principal/Corporate Place of Business Address: 4220 San Bernardo Ave.

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.

N/A

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 N/A

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

25.0 Tab B Price Schedule

25.1 Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$ 68.00	$ 3,400.00	Exide	110	650
BAT-58R	80	580	16	$ 59.00	$ 944.00	Exide	80	580
BAT-31P	170	950	24	$ 74.95	$ 1,798.80	Exide	170	950
BAT-31S	170	950	120	$ 79.85	$ 9,582.00	Exide	170	950
BAT-24F	90	460	14	$ 55.00	$ 770.00	Exide	90	460
BAT-24	90	460	18	$ 55.00	$ 990.00	Exide	90	460
BAT-65	160	850	200	$ 69.00	$ 13,800.00	Exide	160	850
BAT-58	80	540	10	$ 59.00	$ 590.00	Exide	80	540
BAT-34	120	700	20	$ 64.00	$ 1,280.00	Exide	120	700
BAT-75	90	650	20	$ 65.00	$ 1,300.00	Exide	90	650
BAT-27	160	675	20	$ 67.00	$ 1,340.00	Exide	160	675
BAT-94R	140	730	48	$ 96.00	$ 4,608.00	Exide	140	730
BAT-U1R	34	235	18	$ 33.00	$ 594.00	Exide	34	235
Grand Total Section IA					$40,996.80			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, Texas 78041

Company Authorized Representative's Signature: Joe Gage Jr.

Company Representative's Name: Joe Gage Jr.

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

All prices are with Exchange, if no core, a Fee will be Charged.

25.2 Battery Price Schedule Section IB - Built In USA– 1 ½ -Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$ 68.00	$ 3,400.00	Exide	110	650
BAT-58R	80	580	16	$ 59.00	$ 944.00	Exide	80	580
BAT-31P	170	950	24	$ 74.95	$ 1,798.80	Exide	170	950
BAT-31S	170	950	120	$ 79.85	$ 9,582.00	Exide	170	950
BAT-24F	90	460	14	$ 55.00	$ 770.00	Exide	90	460
BAT-24	90	460	18	$ 55.00	$ 990.00	Exide	90	460
BAT-65	160	850	200	$ 69.00	$ 13,800.00	Exide	160	850
BAT-58	80	540	10	$ 59.00	$ 590.00	Exide	80	540
BAT-34	120	700	20	$ 64.00	$ 1,280.00	Exide	120	700
BAT-75	90	650	20	$ 65.00	$ 1,300.00	Exide	90	650
BAT-27	160	675	20	$ 67.00	$ 1,340.00	Exide	160	675
BAT-94R	140	730	48	$ 96.00	$ 4,608.00	Exide	140	730
BAT-U1R	34	235	18	$ 33.00	$ 594.00	Exide	34	235
				Grand Total Section IB	$ 40,996.80			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Joe Gage Jr.

Company Representative's Name: Joe Gage Jr.

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

All prices are with Exchange, if no core, a Fee will be charged.

25.3 Battery Price Schedule Section IIA – Not-Built In USA - 1-Year Free Replacement N/A

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
			Grand Total Section IIA		$			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Sr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Joe Gage Sr.

Company Representative's Name: Joe Gage Sr.

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

25.4 Battery Price Schedule Section IIB – Not-Built In USA – 1 ½ -Year Free Replacement N/A

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IIB					$			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Joe Gage Jr.

Company Representative's Name: Joe Gage Jr.

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

26.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2

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

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

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

N/A
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes N/A ☐ 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 N/A ☐ 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 N/A

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

Joe Gary Jr.
Signature of person doing business with the governmental entity

03/19/14
Date

27.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries
FY14-043

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Please submit one original signature bid document and two copies**

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual supply/service contract FY16-028 to the following bidders:

1. Rush Truck Center, Laredo, TX, in an amount up to $ 150,000.00; and

2. Rotex Truck Center, Laredo, TX in an amount up to $ 100,000.00; and

3. Doggett Freightliner, Laredo, TX in an amount up to $ 40,000.00

for the purchase of original equipment manufacturer (OEM) truck parts and service for the City's medium and heavy duty trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for five (5) additional one year periods upon mutual agreement. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three (3) bids for awarding an annual supply contract for the purchase of original equipment manufacturer (OEM) truck parts and service for the City's medium and heavy duty trucks. This contract establishes a percentage discount on original equipment manufacturer parts and an hourly service rate. Staff has reviewed the bids received and is recommending that contracts be awarded to Rush Truck Center, Rotex Truck Center, and Doggett Freightliner.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year periods.

Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Summary:

Rush Truck Center

	Peterbilt Captive Parts
Discount Offered	15%
Product I.D. (Mfr.)	Peterbilt & Rush Parts
Type Price Schedule (dealer jobber, etc.)	Dealer
Labor Rate for Services	$ 89.00 Per Hour
Mileage Rate (if any)	$ 89.00 Per Hour

Rotex Truck Center

	International/Navastar Captive Parts
Discount Offered	65%
Product I.D. (Mfr.)	International/Navastar
Type Price Schedule (dealer jobber, etc.)	National Fleet
Labor Rate for Services	$ 75.00 Per Hour
Mileage Rate (if any)	$ 0.00 Per Hour

Doggett Freightliner

	Freightliner Captive Parts
Discount Offered	10%
Product I.D. (Mfr.)	Freightliner/Western Star
Type Price Schedule (dealer jobber, etc.)	Wholesale

Labor Rate for Services	$ 102.00 Per Hour
Mileage Rate (if any)	$ 0.00 Per Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #: 59328105332078

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

Bid Tab FY16-028

Contracts FY16-028

Bid Tabulation
Medium/HD Truck OEM Parts Service-Fleet Department
FY16-028
January 22, 2016 @ 3:00 PM

Section	Peterbuilt Captive Parts	Rush Truck Center Laredo, TX	Doggett Freightliner Laredo, TX	Rotex Truck Center Laredo, TX
24.1	Percentage of discount offered	15%		No Bid
	Product (Mfr.)	Peterbuilt & Rush Parts		
	Type price schedule	Dealer		
	Price Schedule Number	N/A		
	Date of price schedule	2016		
	Price schedule column on which discount is based	List		
	Labor Rate for Services	$ 89.00 Per Hour	$ 102.00 Per Hour	
	Mileage Rate (if any)	$ 89.00 Per Hour		

Section	International/Navastar Captive Parts	Rush Truck Center New Braunfels, TX	Doggett Freightliner Laredo, TX	Rotex Truck Center Laredo, TX
24.2	Percentage of discount offered	15%		65%
	Product (Mfr.)	Peterbuilt & Rush Parts		Navistar/International
	Type price schedule	Dealer		
	Price Schedule Number	N/A		
	Date of price schedule	2016		
	Price schedule column on which discount is based	List		National Fleet
	Labor Rate for Services	$ 89.00 Per Hour	$ 102.00 Per Hour	$ 75.00 Per Hour
	Mileage Rate (if any)	$ 89.00 Per Hour		$ 0.00 Per Hour

Section	Freightliner Captive Parts	Rush Truck Center New Braunfels, TX	Doggett Freightliner Laredo, TX	Rotex Truck Center Laredo, TX
24.3	Percentage of discount offered	15%	10%	No Bid
	Product (Mfr.)	Peterbuilt & Rush Parts	Freightliner/Western Star	
	Type price schedule	Dealer	Dealer	
	Price Schedule Number	N/A		
	Date of price schedule	2016	1/18/2016	
	Price schedule column on which discount is based	List	Wholesale	
	Labor Rate for Services	$ 89.00 Per Hour	$ 102.00 Per Hour	
	Mileage Rate (if any)	$ 89.00 Per Hour		

#3

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

MEDIUM/H.D TRUCK OEM PARTS & SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and service for medium/H.D. trucks for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM captive parts and service for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 21, 2016** and all bids received will be **opened** and read publicly on **January 22, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 17th DAY OF DECEMBER 2015.

Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

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

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

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

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

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten 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. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Medium/H.D. Truck OEM Parts

14.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and service for medium and heavy duty trucks.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 7, 2015 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

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

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 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.

16.5 Bids not submitted on these forms will not be considered.

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

16.7 An annual contract purchase order will be issued for each City agency 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 making any delivery.

16.8 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). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) 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.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid 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 bid 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.

16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

17.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.

17.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.

17.3 A written Delivery Order must be issued prior to any work being performed.

17.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.

17.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.

17.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.

17.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.

17.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.

17.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.

17.11 Invoices:

17.11.1 Must be legible and reference a valid purchase order number.

17.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.11.3 Must list labor hours as applicable for all work billed.

17.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

17.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.

17.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.

17.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.

17.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

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

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

18.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

18.2 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.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded by sections** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

20.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

21.0 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1 working days from date of order.

Bidder's business hours: From: 7 a.m. to 6 p.m.

Days of week: MONDAY - FRIDAY; SATURDAY 8:AM -2PM

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) ROTEX TRUCK CENTER, INC.

Signature of person authorized to sign bid _____ Date 1/18/2016

Print Name of person authorized to sign bid ROBERT ROSAS

Title: GENERAL MANAGER

Business Address: 11802 SARA ROAD

City, State, Zip Code: LAREDO, TEXAS 78045

Telephone Number: 956-722-1250 Fax Number: 956-722-8794

Contact Person Email Address: ROBERT@ROTEXTRUCKS.COM

Federal Tax ID Number: 26-2723841

Bidders Principal/Corporate Place of Business Address: 11802 SARA ROAD LAREDO, TEXAS 78045

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: 7-years

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

_____

_____

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

24.0 Tab B Price Schedule

24.1 Section I: Peterbilt Captive New Parts & Service

Percent of discount offered	N/A %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	$ _____ Per Hour
Mileage Rate (if any)	$ _____ Per Hour

Parts will be delivered within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Company Name: ROTEX TRUCK CENTER, INC.

Owner/President Name: ROBERT ROSAS

Company Address: 11802 SARA ROAD

City, State, Zip Code: LAREDO, TEXAS 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: ROBERT ROSAS

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

24.2 Section II: International/Navastar Captive New Parts & Service

Percent of discount offered	65 %
Product identification (Mfr.)	NAVISTAR / INTERNATIONAL
Type price schedule (dealer, jobber, etc.)	NATIONAL FLEET
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	NATIONAL FLEET
Labor Rate for Services	$ 75.00 Per Hour
Mileage Rate (if any)	$ 0.00 Per Hour

Parts will be delivered within 1 working days after receipt of order.

Business hours are from 7 A.M. to 6 P.M., 5 days per week.

Company Name: ROTEX TRUCK CENTER, INC.

Owner/President Name: ROBERT ROSAS

Company Address: 11802 SARA ROAD

City, State, Zip Code: LAREDO, TEXAS 78045

Company Authorized Representative's Signature:

Company Representative's Name: ROBERT ROSAS

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

24.3 Section III: Freightliner Captive New Parts & Service

Percent of discount offered	N/A %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	$ _____ Per Hour
Mileage Rate (if any)	$ _____ Per Hour

Parts will be delivered within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Company Name: ROTEX TRUCK CENTER, INC.

Owner/President Name: ROBERT ROSAS

Company Address: 11802 SARA ROAD

City, State, Zip Code: LAREDO, TEXAS 78045

Company Authorized Representative's Signature: _____

Company Representative's Name: ROBERT ROSAS

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

25.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

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

ROBERT ROSAS _____ 1/18/2016
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.

ROTEX TRUCK CENTER

2

[X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

N/A

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

N/A

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 N/A

D. Describe each employment or business relationship with the local government officer named in this section.

_____ 1/18/2016
Signature of person doing business with the governmental entity Date

26.0 Tab D **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 ROBERT ROSAS
(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 18 day of JAN. 20 16.

Notary Public

My commission expires:

9/26/16

ANA LAURA RODRIGUEZ
My Commission Expires
September 26, 2016

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form:**

First: ROBERT M.I. ____ Last: ROSAS Suffix: _____

***2. Contract Information:**

a) Contract or project name: FY16-028 MEDIUM HD OEM PARTS

b) Originating department: FLEET DEPARTMENT

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

ROTEX TRUCK CENTER, INC.

***4. List any business entity(ies) that is a partner, parent, or 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.
☐ Names of partner, parent, or subsidiary business entities:

***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 have been retained to assist in seeking this contract:**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: ROBERT ROSAS **Title:** GENERAL MANAGER

Company Name or DBA: ROTEX TRUCK CENTER, INC. **Date:** 1/18/2016

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

2016 JAN 19 AM 9:56
CITY SECRETARY'S OFFICE

Bid: FY16-028

City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston
Laredo TX 78040

#1

RECEIVED
2016 JAN 19 AM 9:56
CITY SECRETARY'S OFFICE

Rush Truck Ctr
Laredo, TX.

Doggett Freightliner of South Texas
12002 Mines Rd
Laredo, Tx 78045
Sonny Medrano 956-235-6977

RECEIVED
2016 JAN 21 PM 3:19
CITY SECRETARY'S OFFICE

#2

FY16028 Medium/H.D Truck OEM Parts - Fleet Dept.

City of Laredo - City Secretary
c/o Doanh "Zone" T. Nguyen
City Hall - Third Floor
P.O. Box 579
1110 Houston St
Laredo, Tx 78040

ROTEX TRUCK CENTER, INC.
11802 SARA ROAD, LAREDO, TX 78045
PHONE 956-722-1250 FAX 956-722-8794
CONTACT: ROBERT ROSAS

RECEIVED
2016 JAN 20 PM 3:57
CITY SECRETARY'S OFFICE

#3

City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

Medium / HD Truck
OEM Parts & Services
FY 16-028

Due by: 1/21/2015 @3:pm

#2

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

LAREDO, TEXAS
1755

MEDIUM/H.D TRUCK OEM PARTS & SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and service for medium/H.D. trucks for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM captive parts and service for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 21, 2016** and all bids received will be **opened** and read publicly on **January 22, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 17th DAY OF DECEMBER 2015.

Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be retumed upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary**.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten 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. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Medium/H.D. Truck OEM Parts

14.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and service for medium and heavy duty trucks.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 7, 2015 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 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.

16.5 Bids not submitted on these forms will not be considered.

16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.7 An annual contract purchase order will be issued for each City agency 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 making any delivery.

16.8 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). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) 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.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid 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 bid 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.

16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

17.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.

17.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.

17.3 A written Delivery Order must be issued prior to any work being performed.

17.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.

17.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.

17.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.

17.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.

17.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.

17.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.

17.11 Invoices:

17.11.1 Must be legible and reference a valid purchase order number.

17.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.11.3 Must list labor hours as applicable for all work billed.

17.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

17.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.

17.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.

17.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.

17.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 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 five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

18.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

18.2 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.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded by sections** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

20.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

21.0 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1-2 working days from date of order.

Bidder's business hours: From: 8 a.m. to 7 p.m.

Days of week: Mon - Fri 8 to 2 Sat

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Doggett Freightliner of South Texas

Signature of person authorized to sign bid _____ Date 1/19/2016

Print Name of person authorized to sign bid Guillermo Medrano

Title: Parts Manager

Business Address: 12002 FM 1472

City, State, Zip Code: Laredo, Tx 78045

Telephone Number: 956-723-7473 Fax Number: 956-718-3424

Contact Person Email Address: Sonny.medrano@doggett.com

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 2 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Freightliner Western Star of Laredo

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

24.0 Tab B Price Schedule

24.1 Section I: Peterbilt Captive New Parts & Service

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	$ 102 Per Hour
Mileage Rate (if any)	$ _____ Per Hour

Parts will be delivered within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.2 Section II: International/Navastar Captive New Parts & Service

Percent of discount offered	_____%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	$ 102 Per Hour
Mileage Rate (if any)	$ _____ Per Hour

Parts will be delivered within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.3 Section III: Freightliner Captive New Parts & Service

Percent of discount offered	10 %
Product identification (Mfr.)	Freightliner / Western Star / Daimler
Type price schedule (dealer, jobber, etc.)	dealer
Price Schedule Number	
Date of price schedule	1/18/2016
Price schedule column on which discount is based (i.e. distributor, net, wholesale	wholesale
Labor Rate for Services	$ 102 Per Hour
Mileage Rate (if any)	$ _____ Per Hour

Parts will be delivered within 1-2 working days after receipt of order.

Business hours are from 8 A.M. to 7 P.M., 5 days per week.

Company Name: Doggett Freightliner of South Texas

Owner/President Name: Leslie Doggett

Company Address: 12002 FM 1472

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: _____

Company Representative's Name: Guillermo Medrano

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Guillermo Medrano — Name
Signature
1/19/2016 — Date

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.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government 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

26.0 Tab D

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 Guillermo Medrano
(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 21st day of Jan. 2016.

Notary Public

My commission expires:

11-16-2017

TINA SALAZAR
Notary Public, State of Texas
Comm. Expires 11-16-2017
Notary ID 12810254-1

27.0 **Tab E**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ✓ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form:**

First: Guillermo M.I. ____ Last: Medrano Suffix: ____

***2. Contract information:**

a) Contract or project name: Medium/HD Truck OEM Parts & Service Bid

b) Originating department: Fleet Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

Doggett Freightliner of South Texas

***4. List any business entity(ies) that is a partner, parent, or 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.

☑ Names of partner, parent, or subsidiary business entities: Doggett Equipment Services Group

***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 have been retained to assist in seeking this contract:**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Guillermo Medrano Title: Parts Manager

Company Name or DBA: Daggett Freightliner of South Texas Date: 1/19/2016

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

MEDIUM/H.D TRUCK OEM PARTS & SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and service for medium/H.D. trucks for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Doanh "Zone" T. Nguyen** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM captive parts and service for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 21, 2016** and all bids received will be **opened** and read publicly on **January 22, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 17th DAY OF DECEMBER 2015.

Doanh "Zone" T. Nguyen
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary**.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten 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. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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 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.

Formal Invitation for Bids
Medium/H.D. Truck OEM Parts

14.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and service for medium and heavy duty trucks.

Fleet Department point of contacts: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Ruben Amesquita (956) 727-6450 or email ramesquita@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 7, 2015 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 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.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 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.

16.5 Bids not submitted on these forms will not be considered.

16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.7 An annual contract purchase order will be issued for each City agency 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 making any delivery.

16.8 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). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) 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.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid 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 bid 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.

16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

17.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.

17.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.

17.3 A written Delivery Order must be issued prior to any work being performed.

17.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.

17.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.

17.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.

17.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.

17.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.

17.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.

17.11 Invoices:

17.11.1 Must be legible and reference a valid purchase order number.

17.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.11.3 Must list labor hours as applicable for all work billed.

17.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

17.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.

17.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.

17.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.

17.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 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 five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

18.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

18.2 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.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be **awarded by sections** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

20.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

21.0 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 6 working days from date of order.

Bidder's business hours: From: 7:00 a.m. to 7:00 p.m.

Days of week: MONDAY - FRIDAY (SATURDAY 8:00AM - 5:00 PM)

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) RUSH TRUCK CENTERS OF TEXAS L.P. D/B/A RUSH TRUCK CENTER LAREDO

Signature of person authorized to sign bid [signature] Date 12-29-15

Print Name of person authorized to sign bid LEWIS WOODUL

Title: GENERAL MANAGER

Business Address: 10216 UNION PACIFIC BLVD

City, State, Zip Code: LAREDO TX 78045

Telephone Number: 956 724 7383 Fax Number: 956 717 1709

Contact Person Email Address: RAMIREZB@RUSHENTERPRISES.COM

Federal Tax ID Number: 74-2786264

Bidders Principal/Corporate Place of Business Address:

Indicated Status of Business:

Corporation ___ Partnership ___ Sole Proprietorship ___ Other: LIMITED PARTNERSHIP

If other state business status: ___

State how long under its present business name: SINCE APRIL 2000

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

RUSH TRUCK CENTERS OF TEXAS LP IS A WHOLLY OWNED (INDIRECTLY) SUBSIDIARY OF RUSH ENTERPRISES IS A PUBLICLY TRADED COMPANY WHOSE STOCK TRADED ON THE NASDAQ STOCK MARKET UNDER THE SYMBOL RUSHA & RUSHB. RUSH TRUCK CENTERS OF TEXAS DOES NOT HAVE AUDITED FINANCIAL STATEMENTS SO IF STATEMENTS ARE REQUESTED RUSH WILL PROVIDE THE REQUESTED FINANCIAL INFORMATION FOR RUSH ENTERPRISES, INC.

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) NOTHING MATERIAL TO OUR BUSINESS

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

24.0 Tab B Price Schedule

24.1 Section I: Peterbilt Captive New Parts & Service

Percent of discount offered	15 %
Product identification (Mfr.)	Peterbilt, PACCAR, Kenworth
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	N/A
Date of price schedule	2016
Price schedule column on which discount is based (i.e. distributor, net, wholesale	List
Labor Rate for Services	$ 89.00 Per Hour
Mileage Rate (if any)	$ 8.90 Per Hour

Parts will be delivered within 1 - Same day working days after receipt of order.

Business hours are from 7 A.M. to 7 P.M., 5 days per week.

Company Name: Rush Truck Centers of Texas, L.P. D/B/A Rush Truck Centers, Laredo

Owner/President Name: W.M. "Rusty" Rush

Company Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: _____

Company Representative's Name: Lewis Woodall

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.2 Section II: International/Navastar Captive New Parts & Service

Percent of discount offered	15 %
Product identification (Mfr.)	Peterbilt, Freeman, Big Tough
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	N/A
Date of price schedule	2016
Price schedule column on which discount is based (i.e. distributor, net, wholesale	List
Labor Rate for Services	$ 89.00 Per Hour
Mileage Rate (if any)	$ 89.00 Per Hour

Parts will be delivered within 1 working days after receipt of order.

Business hours are from 7 A.M. to 7 P.M., 5 days per week.

Company Name: Rush Truck centers of Texas, LP. D/B/A Rush Truck Center, Laredo

Owner/President Name: W.m "Rusty" Rush

Company Address: 10216 Union pacific Blvd

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: _____

Company Representative's Name: Lewis Woodul

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

24.3 Section III: Freightliner Captive New Parts & Service

Percent of discount offered	15 %
Product identification (Mfr.)	Peterbilt, Kenworth, Freightliner
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	N/A
Date of price schedule	2016
Price schedule column on which discount is based (i.e. distributor, net, wholesale	List
Labor Rate for Services	$ 89.00 Per Hour
Mileage Rate (if any)	$ 89.00 Per Hour

Parts will be delivered within 1 working days after receipt of order.

Business hours are from 7 A.M. to 7 P.M., 5 days per week.

Company Name: Rush Truck Centers of Texas, L.P. D/B/A Rush Truck Center, Laredo

Owner/President Name: W.M "Rusty" Rush

Company Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: _____

Company Representative's Name: Lewis Woodul

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☑ 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.

Louis Woodall — Name
[signature] — Signature
1-12-2016 — 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.**
Rush Truck Center of Texas, LP DBA Rush Truck Center, Laredo

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
N/A "none that Rush is aware of"
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]
Signature of person doing business with the governmental entity

1-12-2016
Date

26.0 Tab D **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 Lewis Woodul
(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.

CYNTHIA MARTINEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 1-26-2016

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 JAN. 2016.

Notary Public

My commission expires:
Jan. 26, 2016

27.0 **Tab E**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Lewis M.I. ___ Last: Woodul Suffix: ___

***2. Contract Information.**

a) Contract or project name: FY16-028

b) Originating department: Fleet Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Rush Truck Centers of Texas LP DBA Rush Truck Center Laredo

***4. List any business entity(ies) that is a partner, parent, or 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.

☑ Names of partner, parent, or subsidiary business entities: See Attached

***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 have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants 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 a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer 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 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 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(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 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact 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 Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of 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.

Your Name: Lewis Woodul Title: G.M.

Company Name or DBA: Rush Truck Center, Laredo Date: 1-12-2016

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 21, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 22, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts & Service – Fleet Department
FY16-028

Bids are to be mailed: City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Doanh "Zone" T. Nguyen
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

ATTACHMENT "A"
TEARDOWN AND QUOTATION

City of Laredo seeks to obtain a quote for the repair of the equipment listed below:

VENDOR NAME: _____ DATE: _____

The following individual is the ONLY person authorized to communicate problems with equipment service and repair:

NAME: _____ PHONE #: _____

EQUIPMENT: _____ _____ _____
(TYPE OF UNIT) (SERIAL NO.) (UNIT/VEHICLE NO.)

DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USER COMPLAINTS:

_____

_____

_____

Request that you disassemble the equipment to the extent necessary in order to determine repairs needed. After investigation and analysis, prepare an itemized quote for the complete repair of equipment.

Fax quote to Fleet Maintenance at (956) 727-6450 or e-mail: jdunn@ci.laredo.tx.us

The quote should include an itemized list of parts and materials, a detail of the labor and any other applicable charges. The quote must include the following information:

INSIDE LABOR HOURS:_____HOURS @ $_____/HOUR - TOTAL: $_____
PARTS FROM VENDOR FACILITY: - TOTAL: $_____
PARTS FROM OUTSIDE SOURCES: - TOTAL: $_____
SHOP CHARGE: - TOTAL: $_____
GRAND TOTAL: $_____

REASSEMBLY CHARGE IF NOT REPAIRED: - TOTAL: $_____

WORKED WILL BE COMPLETED WITHIN_____CALENDAR DAYS AFTER A PURCHASE ORDER HAS BEEN RECEIVED.

WARRANTY (MATERIALS/LABOR): _____

Do not reassemble or repair the equipment, or incur any costs or obligations to City of Laredo without prior approval. Any and all discussions concerning repairs required must be through the undersigned.

Thank you for your prompt consideration.

Acknowledged by City: Acknowledged by Vendor:

Signature:_____Phone: _____ Date: _____ Signature: _____Phone: _____ Date: _____

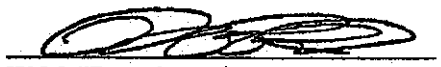
RUSH TRUCK CENTERS OF TEXAS, LP

Written Consent of Sole Director
In Lieu of Special Meeting

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, dba Rush Truck Center, Laredo, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

> RESOLVED, that Lewis Woodul, General Manager, is hereby authorized to execute on behalf of the Partnership any documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Partnership.

Dated effective September 11, 2015



W.M. "Rusty" Rush

BEING THE SOLE DIRECTOR

Rush Truck Centers of Texas, L.P.
Ownership

Summary:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner
555 IH35 South, Suite 500
New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO
Martin A. Naegelin, Jr., VP, Sec'y, Treas.
Scott Anderson, VP, Finance and Insurance
Derrek Weaver, Assistant Secretary
Steve Keller, Assistant Secretary

Business address for all officers is as set forth above.

Rushco, Inc., Limited Partner
P.O. Box 200105
San Antonio, TX 78220-0105

Officers and Directors: **SAME AS ABOVE**

Rush Limited Warranty

LIMITED WARRANTY ON SERVICES. Rush warrants that all repair and maintenance services performed by Rush for a customer ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

City Council-Regular

Meeting Date: 02/16/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Rogelio Rivera, P.E., City Engineer; Riazul I. Mia, P.E., Utilities Department Director; John Orfilia Jr, Public Works Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract FY14-011 to Century Asphalt, Houston, Texas in an amount up to $100,000.00 for the purchase of tack coat emulsified asphalt oil used for street paving projects. The asphalt oils are purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of three extension periods. There will be no price increase during this extension period. Funding is available in the Public Works and Utilities Departments construction projects budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 2/17/15.

BACKGROUND

Tack coat emulsified asphalt materials are currently used in street paving, street construction, and general repair projects for all City departments. These materials are F.O.B. picked up by City trucks. There will be no price increase during this extension period. Staff is recommending that this contract be renewed with Century Asphalt.

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 one, additional one (1) year period each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Pricing:

Description	Century Asphalt Houston, Texas Unit Price
Tack Coat: SS-1H (Emulsified Asphalt) F.O.B Plant Site, Picked up by City Vehicles	$ 4.15 per gal.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2016

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. These materials are used by city departments required for all city paving, repair, and construction projects.

Attachments

Contract FY14-011

City of Laredo
Purchasing Division

Renewal Notice

January 12, 2016

Mr. Derek Angel
Century Asphalt
5303 Navigation Blvd.
Houston, Texas 77011

Re: Asphalt Oils & Emulsions – Public Works Department
Contract Renewal Extension II
FY14-011

Dear Mr. Angel,

A contract for the annual supply of tack coat was awarded to Century Asphalt on 1/21/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of three extension periods.

Current Contract Pricing

Description	Unit Price
Tack Coat: SS-1H (Emulsified Asphalt) F.O.B Plant Site, Picked up by City Vehicles	$ 4.15 per gal.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Century Asphalt

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Derek Angel

Date: 1-28-2016

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805 Email: galdape@ci.laredo.tx.us

City of Laredo
Purchasing Division

Renewal Notice

November 26, 2014

Mr. Derek Angel
Century Asphalt
5303 Navigation Blvd.
Houston, Texas 77011

Re: Asphalt Oils & Emulsions – Public Works Department
Contract Renewal Extension I
FY14-011

Dear Mr. Angel,

A contract for the annual supply of tack coat was awarded to Century Asphalt on 1/21/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of three extension periods.

Current Contract Pricing

Description	Unit Price
Tack Coat: SS-1H (Emulsified Asphalt) F.O.B Plant Site, Picked up by City Vehicles	$ 4.15 per gal.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Century Asphalt

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Derek Angel

Date: 11-27-2014

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805 Email: saldape@ci.laredo.tx.us

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

ASPHALT OILS AND EMULSIONS
PUBLIC WORKS DEPARTMENT **REVISED 11/7/13**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for asphalt oils and emulsions for the Public Works 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

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 25, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 26, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Asphalt Oils & Emulsions – Public Works Department
FY14-011

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

November 7, 2013

Addendum No. 1

Ref: Bid: **Asphalt Oils & Emulsions – Public Works Department**
FY14-011

To All Interested Vendors:

Please note the following modifications:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on November 25, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 26, 2013.

On page 15 modification of 24.1 Prime:

Description	Est. Qty.
Prime as per 14.1, picked up by City trucks	20,000 Gallons

**Formula: 60 (Pickups) x $0.55.5 (per mile) x _____(Mileage from vendor's plant to Public Works Compound) = $_____ (to be added to the extended total price for low bid determination purposes only)

On page 16 modification of 24.1 Tack Coat:

Description	Est. Qty.
Prime as per 14.1, picked up by City trucks	10,000 Gallons

**Formula: 60 (Pickups) x $0.55.5 (per mile) x _____(Mileage from vendor's plant to Public Works Compound) = $_____ (to be added to the extended total price for low bid determination purposes only)

If there are any questions concerning this addendum or the specifications, please contact me at (956)-790-1814.

Sincerely,

Enrique Aldape III
Administrative Assistant II

Acknowledgement of Addendum #1 _____ Derek G. Ansel
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Re-Scheduled Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for asphalt oils and emulsions for the Public Works Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on November 25, 2013 and all bids received will be opened and read publicly on November 26, 2013 at 3:00 PM.

Bids are to be submitted in a sealed envelope clearly marked:

BID: Asphalt Oils & Emulsions – Public Works Department
FY14-011

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 7th DAY November OF 2013.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS:*** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 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.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(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) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

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 Section 4.03 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 Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released, if such contact could be construed as an attempt to influence a decision regarding said contract. 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

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.

Formal Invitation for Bids
Asphalt Oils & Emulsions
Public Works Department

14.0 Scope of Work

The City of Laredo is requesting sealed bids for awarding an annual supply contract for the purchase of asphalt oils used in paving and construction projects. The City is requesting bid for the following materials:

14.1 Prime: MC-30, AE-P, EAP&T, PCE
Tack Coat: PG Binders, SS-1H, CSS-1H, EAP&T

When tested, the materials shall conform to the, "Standard Specifications for Construction of Highways, Streets and Bridges 2004" or latest edition, Item 300, Asphalts, Oils and Emulsions.

14.2 All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: November 18, 2013

Address: City of Laredo Purchasing Division
5512 Thomas Ave.
Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 790-1814 or email ealdape@ci.laredo.tx.us

15.0 Material Specifications

15.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City.

15.2 Temperature Adjustment
The successful bidder shall make adjustments and allowances to the volume of delivered material to compensate for a volume increase due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard US Gallons at 60 F. Bidders must state in their bid the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Laredo.

16.0 Distribution

16.1 City vehicles will be dispatched to load these emulsion on an as need basis. The City has one, 1000 gallon tank truck and nine, pot patching trucks with 150 gallon tanks.

(Prime): within N/A hours after receipt of order.

(Tack Coat): within 24 hours after receipt of order.

16.2 Refinery Laboratory Certificate must be submitted in duplicate with each delivery of material.

16.3 Special condition for F.O.B. plant pricing.
For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound to the vendor's plant. Failure to include this information may result in the vendor's bid not being considered for these materials.

16.4 Delivery to be made within 24 hours from request. If material cannot be delivered or picked up within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

16.8 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less than the quantities indicated. Bids will be requested F.O.B vendor's plant and F.O.B Job Site.

17.0 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. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to fmeza@ci.laredo.tx.us

17.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

18.0 Cause for Termination of Contract
This materials contract may be terminated for any of the following reasons:

18.1 The material supplied continuously fails to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

18.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or

18.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules:

18.1.3 A 24-hour advance notice will be allowed:

18.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.

18.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

19.0 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.

19.1 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 for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

19.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

19.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

19.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

19.6.4 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.

19.6.5 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.

19.6.6 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.

19.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

19.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

19.6.9 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.

19.7 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:

19.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

19.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

19.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply 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 less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule and *Certified Laboratory Test Report as required for each material bid*
Tab C - Conflict of Interest Questionnaire

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Century Asphalt, Ltd

Signature _____ Date 11/25/13
of person authorized to sign bid

Print Name Derek Angel
of person authorized to sign bid

Title: General Manager, Vice President

Business Address: 5303 Navigation Blvd.

City, State, Zip Code: Houston, TX 77011

Telephone Number: (866) 429-4945 Fax Number: (866) 429-4946

Contact Person Email Address: derek@centuryasphalt.com

Federal Tax ID Number: 20-1684066

Bidders Principal/Corporate Place of Business Address: 5303 Navigation Blvd., Houston, TX 77011

Indicated Status of Business:

Corporation _____ Partnership Limited Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: nine years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

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

24.0 Tab B Price Schedule

24.1 Prime

Section	Description	Est. Qty.	Unit Price/Gallon	Extended Total
I	Prime as per 14.1, picked up by City trucks	20,000 Gallons	$ NO BID	$ NO BID

State product being bid: NO BID

****Special condition for F.O.B. plant pricing for Section I:**
For the purpose of low bid determination, there will be an estimated 60 pickups and a $0.55.5 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from vendor's plant to the Public Works compound is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

_____

_____

_____

****Formula: 60 (Pickups) x $0.55.5 (per mile) x N/A (Mileage from vendor's plant to Public Works Compound) = $ N/A (to be added to the extended total price for low bid determination purposes only)

*****Mileage is subject to verification by the City of Laredo.**

The City of Laredo reserves the right to increase section I by an additional 5,000 gallons picked up by city trucks before the end of the first contract period upon mutual consent of both parties. Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

Company Name: Century Asphalt, Ltd.

Owner/President Name: Greg Angel

Company Address: 5303 Navigation Blvd.

City, State, Zip Code: Houston, TX 77011

Company Authorized Representative's Signature: _____

Company Representative's Name: Derek Angel

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Certified Laboratory Test Report as required for each material bid

24.2 Tack Coat

Section	Description	Est. Qty.	Unit Price/Gallon	Extended Total
II	Tack Coat as per 14.1, picked up by City trucks	10,000 Gallons	$ 4.15/Gal	$ 41,500.00

State product being bid: Tack Coat

****Special condition for F.O.B. plant pricing for Section II:**
For the purpose of low bid determination, there will be an estimated 60 pickups and a $0.55.5 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

Mileage from vendor's plant to the Public Works compound is 14.78 miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.
Take right Bartlett Avenue; take left Gale via Thomas; take right McPherson Avenue; take left Loop 20; take right IH-35; take right into Martin Marietta Materials' yard.

****Formula:** 60 (Pickups) x $0.55.5 (per mile) x 14.78 (Mileage from vendor's plant to Public Works Compound) = $ 492.174 (to be added to the extended total price for low bid determination purposes only)

*****Mileage is subject to verification by the City of Laredo.**

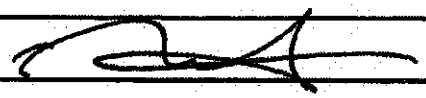
The City of Laredo reserves the right to increase section II by an additional 5,000 gallons picked up by city trucks before the end of the first contract period upon mutual consent of both parties. Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

Company Name: Century Asphalt, Ltd.

Owner/President Name: Greg Angel

Company Address: 5303 Navigation Blvd.

City, State, Zip Code: Houston, TX 77011

Company Authorized Representative's Signature: 

Company Representative's Name: Derek Angel

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Certified Laboratory Test Report as required for each material bid

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

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

11/25/13
Date

26.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on November 25, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on November 26, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Asphalt Oils & Emulsions – Public Works Department
FY14-011

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Addendum# 1**
2. **Bidder Information Sheet**
3. **Signed Bid Price Schedule**
4. **Conflict of Interest Disclosure**
5. **Please submit one original signature bid document and two copies**

SS-1 Product Data Sheet

MARTIN ASPHALT COMPANY

Description and Physical Properties

SS-1 is an anionic slow setting asphalt emulsion designed for use as a tack coat, in fine-graded mixes, dust control, fog seal and specialty applications. Physical Properties:

- C.A.S. Number: 8052-42-4
- Boiling Point (F): 212°F
- Specific Gravity (H_2O=1): 1.01
- Percent Volatile: 0
- Solubility In Water: Soluble
- Appearance and Odor: Brown Liquid, Faint Petroleum Odor
- Flammability: Non-flammable in water-based state

Recommended Use

SS-1 emulsions are used for a variety of purposes. Slow setting emulsions are the most stable of emulsions, and generally can be diluted with water and mixed with mineral fillers and aggregates For all paving uses, the air and pavement temperatures at construction should be sufficiently high to allow the emulsion to fully cure. TxDOT states that no asphalt binders should be applied during rain or imminent threat of rain.

Specifications

Conforms to Texas Department of Transportation Specifications-Item 300.2:

Property	Test Procedure	Min	Max
Viscosity, Saybolt Furol, 77°F, sec	T72	20	100
Sieve test, %	T59	-	0.1
Miscibility	T59	Pass	
Cement mixing, %	T59	-	2.0
Freezing test, 3 cycles[1]	T59	Pass	
Distillation test:	T59		
Residue by distillation, % by wt.		60	-
Oil distillate, % by volume of emulsion		-	0.5
Tests on residue from distillation:			
Penetration, 77°F, 100 g, 5 sec.	T49	120	160
Solubility in trichloroethylene, %	T44	97.5	-
Ductility, 77°F, 5 cm/min., cm	T51	100	-

[1] Applies only when the Engineer designates material for winter use.

Storage and Handling

The water-based emulsion should not be exposed to overheating. The anionic emulsion is a chemically stabilized system, so care should be taken not to upset the chemical balance with contamination by chemicals, over-exposure to air, or adverse mechanical or thermal conditions. Before being filled, tanks and trucks should be examined for possible contaminants. Recommended use and storage temperatures are given in the table.

Recommended Temperatures	Min	Max
Storage	50°F	140°F
Application	50°F	130°F

Martin Asphalt Quality

Through Martin Asphalt, you get **Everything Asphalt**—a full range of products. In addition, you receive technical assistance in selecting the right materials and application. The company's AASHTO Certified Laboratory makes sure the products meet your specifications. And your products are delivered both on spec and on time via Martin's Gulf Coast network of production plants, storage facilities and transportation fleet including ocean-going and inland barges, rail cars and tanker trucks. For more information, contact us.

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Elizabeth Martinez, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of January 2016, represent an increase of $12,775.20. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will increase due to an increase in levy in the amount of $12,775.20".

Attachments

January 2016 Adjustments

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE 08	.00	.00	.00	.00	.00	.00	.00	176.18-
LARE 09	.00	.00	.00	.00	.00	.00	.00	344.47-
LARE 10	.00	.00	.00	.00	.00	.00	80.00	116.22-
LARE 11	.00	.00	.00	147.72-	147.72	.00	147.72	147.72-
LARE 12	.00	.00	.00	3186.34-	137.21	.00	137.21	137.21-
LARE 13	.00	.00	.00	1681.44-	1551.30	.00	1551.30	1551.30-
LARE 14	.00	273.57	880.81	10393.43-	5889.82	.00	16681.11	15343.69-
LARE 15	.00	1477.46	1354.77	40657.64-	109940.14	.00	33528.42	25121.98-
LARE TOTALS	.00	1751.03	2235.58	56066.57-	117666.19	.00	52125.76	42938.77-
OMIT 15	2760.88	.00	.00	49.18-	.00	.00	.00	.00
OMIT TOTALS	2760.88	.00	.00	49.18-	.00	.00	.00	.00
RP12 12	.00	.00	.00	189.30-	.00	.00	.00	.00
RP12 TOTALS	.00	.00	.00	189.30-	.00	.00	.00	.00
RP14 14	.03	.00	.00	18.10-	125.02	.00	18.10	18.10-
RP14 TOTALS	.03	.00	.00	18.10-	125.02	.00	18.10	18.10-
RP15 15	73.59	.00	.00	6858.24-	.00	.00	.00	2.49-
RP15 TOTALS	73.59	.00	.00	6858.24-	.00	.00	.00	2.49-
RTN 15	25.00	.00	.00	.00	.00	.00	.00	.00
RTN TOTALS	25.00	.00	.00	.00	.00	.00	.00	.00
SUPP 10	11394.75	.00	.00	.00	.00	.00	.00	.00
SUPP 11	12255.35	.00	.00	.00	.00	.00	.00	.00
SUPP 12	11614.66	.00	.00	.00	.00	.00	.00	.00
SUPP 13	10929.02	.00	.00	292.64-	191.10	.00	191.10	191.10-
SUPP 14	14119.93	.00	.00	302.64-	75.93	.00	75.93	3149.16-
SUPP 15	13443.24	.00	.00	39.58-	243.24	.00	.00	6111.27-
SUPP TOTALS	73756.95	.00	.00	634.86-	510.27	.00	267.03	9451.53-
TOTALS	76616.45	1751.03	2235.58	63816.25-	118301.48	.00	52410.89	52410.89-

JANUARY 2016

2015 (40,657.64)
PRIOR (15,408.93)
OMIT 2,711.70
RP12 (189.30)
RP14 (18.07)
RP15 (6,784.65)
Supp 13,403.66
Supp P. 59,718.43
RTN 25.00
12,800.20

2015 (40,657.64)
PRIOR (15,408.93)
OMIT 2,711.70
RP12 (189.30)
RP14 (18.07)
RP15 (6,784.65)
Supp 13,403.66
Supp P. 59,718.43
12,775.20 C.C. AGENDA
RTN 25.00
12,800.20

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
LARE 08	84.88-	10.13-	58.25-	22.92-	.00	.00	176.18-	TRANSFERS TO
LARE 09	163.78-	19.63-	116.15-	44.91-	.00	.00	344.47-	TRANSFERS TO
LARE 10	47.26	5.32	19.62	7.80	.00	.00	80.00	TRANSFERS FROM
LARE 10	59.13-	7.09-	34.85-	15.15-	.00	.00	116.22-	TRANSFERS TO
LARE 11	.00	.00	.00	.00	.00	147.72	147.72	CREDIT REFUND
LARE 11	147.72	.00	.00	.00	.00	.00	147.72	TRANSFERS FROM
LARE 11	.00	.00	.00	.00	.00	147.72-	147.72-	TRANSFERS TO
LARE 12	.00	.00	.00	.00	.00	137.21	137.21	CREDIT REFUND
LARE 12	137.21	.00	.00	.00	.00	.00	137.21	TRANSFERS FROM
LARE 12	.00	.00	.00	.00	.00	137.21-	137.21-	TRANSFERS TO
LARE 13	.00	.00	.00	.00	.00	1551.30	1551.30	CREDIT REFUND
LARE 13	1551.30	.00	.00	.00	.00	.00	1551.30	TRANSFERS FROM
LARE 13	.00	.00	.00	.00	.00	1551.30-	1551.30-	TRANSFERS TO
LARE 14	.00	20.30	4.21	8.27	.00	240.79	273.57	PAYMENT REFUND
LARE 14	622.70	74.72	68.50	114.89	.00	.00	880.81	PAYMENT VOID
LARE 14	.00	.00	.00	.00	.00	5889.82	5889.82	CREDIT REFUND
LARE 14	11830.54	175.64	139.13	221.97	.00	4313.83	16681.11	TRANSFERS FROM
LARE 14	3757.76-	373.97-	395.44-	423.09-	.00	10393.43-	15343.69-	TRANSFERS TO
LARE 15	738.73	.00	.00	.00	.00	738.73	1477.46	PAYMENT REFUND
LARE 15	1354.77	.00	.00	.00	.00	.00	1354.77	PAYMENT VOID
LARE 15	.00	.00	.00	.00	.00	109940.14	109940.14	CREDIT REFUND
LARE 15	23715.84	.00	.00	.00	.00	9812.58	33528.42	TRANSFERS FROM
LARE 15	3925.23-	.00	.00	.00	.00	21196.75-	25121.98-	TRANSFERS TO
LARE TOTALS	32155.29 ✓	134.84-	373.23-	153.14-	.00	99345.71	130839.79	
OMIT TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP12 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP14 14	.00	.00	.00	.00	.00	125.02	125.02	CREDIT REFUND
RP14 14	18.10	.00	.00	.00	.00	.00	18.10	TRANSFERS FROM
RP14 14	.00	.00	.00	.00	.00	18.10-	18.10-	TRANSFERS TO
RP14 TOTALS	18.10 ✓	.00	.00	.00	.00	106.92	125.02	
RP15 15	2.49-	.00	.00	.00	.00	.00	2.49-	TRANSFERS TO
RP15 TOTALS	2.49- ✓	.00	.00	.00	.00	.00	2.49-	
RTN TOTALS	.00	.00	.00	.00	.00	.00	.00	
SUPP 13	.00	.00	.00	.00	.00	191.10	191.10	CREDIT REFUND
SUPP 13	191.10	.00	.00	.00	.00	.00	191.10	TRANSFERS FROM
SUPP 13	.00	.00	.00	.00	.00	191.10-	191.10-	TRANSFERS TO
SUPP 14	.00	.00	.00	.00	.00	75.93	75.93	CREDIT REFUND
SUPP 14	75.93	.00	.00	.00	.00	.00	75.93	TRANSFERS FROM
SUPP 14	3073.23-	.00	.00	.00	.00	75.93-	3149.16-	TRANSFERS TO
SUPP 15	.00	.00	.00	.00	.00	243.24	243.24	CREDIT REFUND
SUPP 15	6111.26-	.00	.00	.00	.00	.01-	6111.27-	TRANSFERS TO
SUPP TOTALS	8917.46-	.00	.00	.00	.00	243.23	8674.23-	
TOTALS	23253.44	134.84-	373.23-	153.14-	.00	99695.86	122288.09	

2013 21,884.11
PRIOR 10,271.18
RP14 18.10
RP15 (2.49)
Supp (6,111.26)
Supp P. (2,806.20)

23,253.44

TAX ADJUSTMENT LISTING
1/01/16 - 1/31/16
BY TRANSACTION DATE
RECAP TOTALS BY ADJUSTMENT CODE

All account types
All roll codes

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
AGRB	54537.83	.00	.00	.00	.00	.00	798.45	798.45-
APCR	.00	.00	.00	.00	.00	.00	1575.21	1575.21-
CBR	.00	273.57	.00	.00	118301.48	.00	.00	.00
CED	39.47	.00	.00	.00	.00	.00	.00	.00
NSF	.00	.00	2235.58	.00	.00	.00	.00	.00
OTAX	2760.88	.00	.00	.00	.00	.00	2290.51	2290.51-
OTHR	.00	.00	.00	49.18-	.00	.00	6244.08	6244.08-
PR	.00	1477.46	.00	.00	.00	.00	.00	.00
REND	73.62	.00	.00	7065.64-	.00	.00	724.57	724.57-
RTN	25.00	.00	.00	.00	.00	.00	.00	.00
SCE	814.99	.00	.00	214.54-	.00	.00	2120.80	2120.80-
SCE1	2.24	.00	.00	617.63-	.00	.00	3970.62	3970.62-
SCP	228.12	.00	.00	213.78-	.00	.00	1505.62	1505.62-
SDA	.00	.00	.00	872.69-	.00	.00	402.76	402.76-
SDNE	.00	.00	.00	2830.58-	.00	.00	690.51	690.51-
SENV	5819.20	.00	.00	.00	.00	.00	586.04	586.04-
SEP	.00	.00	.00	2194.37-	.00	.00	884.76	884.76-
SFRZ	450.69	.00	.00	321.63-	.00	.00	1474.67	1474.67-
SGRR	245.18	.00	.00	.00	.00	.00	1005.19	1005.19-
SJUR	.00	.00	.00	1156.16-	.00	.00	382.20	382.20-
SLAW	.00	.00	.00	6201.82-	.00	.00	1782.57	1782.57-
SLHS	382.20	.00	.00	17.32-	.00	.00	616.49	616.49-
SO65	.00	.00	.00	19472.23-	.00	.00	764.40	764.40-
SPRO	831.86	.00	.00	10084.96-	.00	.00	1719.90	1719.90-
SREH	.00	.00	.00	1356.96-	.00	.00	.00	.00
SSPT	9164.03	.00	.00	9975.96-	.00	.00	9425.86	9425.86-
SVET	.00	.00	.00	388.58-	.00	.00	267.54	267.54-
TF	1241.14	.00	.00	782.22-	.00	.00	563.26	563.26-
TRNF	.00	.00	.00	.00	.00	.00	12614.88	12614.88-
TOTALS	76616.45	1751.03	2235.58	63816.25-	118301.48	.00	52410.89	52410.89-

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
08 APCR	84.88-	10.13-	58.25-	22.92-	.00	.00	176.18-	TRANSFERS TO
15 TOTALS	84.88-	10.13-	58.25-	22.92-	.00	.00	176.18-	
09 TRNF	163.78-	19.63-	116.15-	44.91-	.00	.00	344.47-	TRANSFERS TO
09 TOTALS	163.78-	19.63-	116.15-	44.91-	.00	.00	344.47-	
10 OTHR	47.26	5.32	19.62	7.80	.00	.00	80.00	TRANSFERS FROM
10 TRNF	59.13-	7.09-	34.85-	15.15-	.00	.00	116.22-	TRANSFERS TO
10 TOTALS	11.87-	1.77-	15.23-	7.35-	.00	.00	36.22-	
11	147.72	.00	.00	.00	.00	.00	147.72	TRANSFERS FROM
11	.00	.00	.00	.00	.00	147.72-	147.72-	TRANSFERS TO
11 CBR	.00	.00	.00	.00	.00	147.72	147.72	CREDIT REFUND
11 TOTALS	147.72	.00	.00	.00	.00	.00	147.72	
12	137.21	.00	.00	.00	.00	.00	137.21	TRANSFERS FROM
12	.00	.00	.00	.00	.00	137.21-	137.21-	TRANSFERS TO
12 CBR	.00	.00	.00	.00	.00	137.21	137.21	CREDIT REFUND
12 TOTALS	137.21	.00	.00	.00	.00	.00	137.21	
13	1742.40	.00	.00	.00	.00	.00	1742.40	TRANSFERS FROM
13	.00	.00	.00	.00	.00	1742.40-	1742.40-	TRANSFERS TO
13 CBR	.00	.00	.00	.00	.00	1742.40	1742.40	CREDIT REFUND
13 TOTALS	1742.40	.00	.00	.00	.00	.00	1742.40	
14	7059.43	.00	.00	.00	.00	.00	7059.43	TRANSFERS FROM
14	.00	.00	.00	.00	.00	7059.43-	7059.43-	TRANSFERS TO
14 APCR	.00	3.47	.29	.00	.00	1215.83	1219.59	TRANSFERS FROM
14 CBR	.00	20.30	4.21	8.27	.00	240.79	273.57	PAYMENT REFUND
14 CBR	.00	.00	.00	.00	.00	6090.77	6090.77	CREDIT REFUND
14 NSF	622.70	74.72	68.50	114.89	.00	.00	880.81	PAYMENT VOID
14 OTHR	1437.11	172.17	138.84	221.97	.00	.00	1970.09	TRANSFERS FROM
14 OTHR	3420.23-	336.41-	358.35-	361.42-	.00	.00	4476.41-	TRANSFERS TO
14 REND	18.10	.00	.00	.00	.00	.00	18.10	TRANSFERS FROM
14 REND	.00	.00	.00	.00	.00	18.10-	18.10-	TRANSFERS TO
14 SO65	191.10	.00	.00	.00	.00	.00	191.10	TRANSFERS FROM
14 SO65	.00	.00	.00	.00	.00	191.10-	191.10-	TRANSFERS TO
14 SSPT	3218.83	.00	.00	.00	.00	.00	3218.83	TRANSFERS FROM
14 SSPT	.00	.00	.00	.00	.00	3218.83-	3218.83-	TRANSFERS TO
14 TRNF	.00	.00	.00	.00	.00	3098.00	3098.00	TRANSFERS FROM
14 TRNF	3410.76-	37.56-	37.09-	61.67-	.00	.00	3547.08-	TRANSFERS TO
14 TOTALS	5716.28	103.31-	183.60-	77.96-	.00	157.93	5509.34	
15	12189.08	.00	.00	.00	.00	.00	12189.08	TRANSFERS FROM
15	.00	.00	.00	.00	.00	12189.08-	12189.08-	TRANSFERS TO
15 APCR	.00	.00	.00	.00	.00	355.62	355.62	TRANSFERS FROM
15 APCR	1399.03-	.00	.00	.00	.00	.00	1399.03-	TRANSFERS TO
15 CBR	.00	.00	.00	.00	.00	110183.38	110183.38	CREDIT REFUND
15 NSF	1354.77	.00	.00	.00	.00	.00	1354.77	PAYMENT VOID
15 OTHR	3946.01	.00	.00	.00	.00	247.98	4193.99	TRANSFERS FROM
15 OTHR	247.98-	.00	.00	.00	.00	1519.69-	1767.67-	TRANSFERS TO
15 PR	738.73	.00	.00	.00	.00	738.73	1477.46	PAYMENT REFUND

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
15 SEP	311.46	.00	.00	.00	.00	.00	311.46	TRANSFERS FROM
15 SEP	.00	.00	.00	.00	.00	311.46-	311.46-	TRANSFERS TO
15 SO65	382.20	.00	.00	.00	.00	.00	382.20	TRANSFERS FROM
15 SO65	.00	.00	.00	.00	.00	382.20-	382.20-	TRANSFERS TO
15 SSPT	6015.93	.00	.00	.00	.00	.00	6015.93	TRANSFERS FROM
15 SSPT	.00	.00	.00	.00	.00	6015.93-	6015.93-	TRANSFERS TO
15 TF	563.26	.00	.00	.00	.00	.00	563.26	TRANSFERS FROM
15 TF	.00	.00	.00	.00	.00	563.26-	563.26-	TRANSFERS TO
15 TRNF	307.90	.00	.00	.00	.00	9208.98	9516.88	TRANSFERS FROM
15 TRNF	8391.97-	.00	.00	.00	.00	215.14-	8607.11-	TRANSFERS TO
15 TOTALS	15770.36	.00	.00	.00	.00	99537.93	115308.29	
TOTALS	23253.44	134.84-	373.23-	153.14-	.00	99695.86	122288.09	

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD: ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	BASE TAX BILLED	75,093,744.70		9,534.94	40,836.87-	31,301.93-	75,062,442.77
-	BASE TAX PAID	43,241,710.64	15,606,404.67	2,456.70-	13,313.66-	15,770.36-	58,832,344.95
-	BASE PAID FROM DEFERRED						
+/-	ADJUSTMENTS TO UNPAID TAX						
=	OUTSTANDING BASE TAX	31,852,034.06					16,230,097.82
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY		27.69				27.69
	INTEREST		25.39				25.39
	COLLECTION FEE		42.57				42.57
	DISCOUNT						
	UNAPPLIED	139,704.27	33,646.05	1,129.62-	98,408.31-	99,537.93-	73,812.39
	DEFERRED						
	TOTAL PAID	43,381,414.91	15,640,146.37	3,586.32-	111,721.97-	115,308.29-	58,906,252.99

	PREVIOUS BALANCES	TRANSACTIONS THIS PERIOD: ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	1096,903,466.24		67,100.49	54,300.29-	12,800.20	1096,916,266.44
- BASE TAX PAID	1060,884,304.82	15,694,375.62	1,574.58-	21,678.86-	23,253.44-	1076,555,427.00
- BASE PAID FROM DEFERRED						
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	36,016,427.39					20,358,105.41
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
OTHER PAID:						
PENALTY	20,899,078.49	10,063.90	96.56	38.28	134.84	20,909,277.23
INTEREST	6,783,112.98	18,515.90	104.21	269.02	373.23	6,802,002.11
COLLECTION FEE	10,686,571.54	16,817.60	133.61	19.53	153.14	10,703,542.28
DISCOUNT						
UNAPPLIED	131,487.32	33,693.65	1,129.62-	98,566.24-	99,695.86-	65,485.11
DEFERRED						
TOTAL PAID	1099,384,555.15	15,773,466.67	2,369.82-	119,918.27-	122,288.09-	1115,035,733.73

City Council-Regular
Meeting Date: 02/16/2016
Initiated By: Jesus Olivares, City Manager
Staff Source: Claudia San Miguel, Acting General Manager

SUBJECT

Authorizing the City Manager to extend the lease agreement for a five (5) year renewal between the City of Laredo, and QSR Burgers One, L. P., (Burger King at El Metro). The term of the lease shall be for five (5) years with one (1) additional five (5) year option and three (3) successive options to extend the term hereof for a period of five (5) years each, upon the same terms, covenants and conditions.

PREVIOUS COUNCIL ACTION

Ordinance No. 2013-O-032 was approved for the first option to extend the Lease for five (5) years.

BACKGROUND

The Lease Agreement was entered into the 23rd day of February, 2001. The primary term of the lease shall be for a period of ten(10) years, commencing on the earlier of () date on which the Restaurant is opened for business to the public at the Leased Premises or (ii) two hundred ten(210) days from the effective date thereof, (the "Commencement Date"), with three(3) five(5) year options. Conditioned upon the Lease then being in full force and effect, Lessee is hereby granted three(3) successive options to extend the term hereof for a period of five(5) years each, which shall begin respectively at the expiration of then-current term, upon the same terms, covenants and conditions.
Lessee agrees to pay the City on or before the first day of each month throughout the term of the Lease, the monthly amount of $3,500.00 of the minimum annual guarantee of Forty Two Thousand Dollars ($42,000.00) (hereinafter referred to as the Base Rent). Additional payment includes, the percentage of gross receipts paid to the City, a sum equal to four percent (4%) of the annual gross receipts of sales over one million fifty thousand dollars ($1,050,000). Lessee will account monthly for the sale of all items whatsoever in connection with Lessee's operation in the Transit Center.

COMMITTEE RECOMMENDATION

Committee recommends approval of ordinance.

STAFF RECOMMENDATION

Staff recommends approval of ordinance.

Fiscal Impact

Fiscal Year:	2016
Bugeted Y/N?:	y
Source of Funds:	Rent
Account #:	518-5450-361-1012
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Rental Revenues will be deposited into Transit Center Rents, Account No. 518-5450-361-1012.

City Council-Regular

Meeting Date: 02/16/2016

Initiated By: Jesus Olivares, City Manager

Staff Source: Claudia San Miguel Acting Transit General Manager; Joe Jackson Assistance Gen.Manager; Miguel Pescador, Purchasing Agent

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SUBJECT

Consideration to award supply contracts FY16-019 to the low bidders Rotex Truck Center, Laredo, Texas and Arguindegui Oil, Laredo, Texas for the purchase of Engine Oil and Transmission Fluid for Laredo Transit Management (El Metro) fleet. Rotex Truck Center's contract is for an estimated annual amount of $164,340.00 for Transmission Fluid Transynd and Arguindegui Oil, contract is for the estimated annual amount of $48,300.00 for Synthetic Brand Oil. The term of this contract will be for two years and is contingent upon continued funding in future fiscal years. Contract can be renewed for additional two (2) years upon mutual agreement. Funding is available in the Laredo Transit Management, El Metro Operations Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo / LTMI received six (6) bids for furnishing the Transit System with Transmission Fluid and Engine Oil for a two year contract with an option to extend contract with the same specifications and pricing for two (2) one year period upon mutual consent of both parties. All items will be purchased on an as needed basis throughout the contract period. Arguindegui submitted a lower bid for the Transmission Fluid but does not meet Transit's specification.

Product	Qty	UOM	Rotex Truck Center Laredo, TX	
Transmission Fluid Transynd	6000	Gallons	$ 27.39	$ 164,340.00
Product	**Qty**	**UOM**	**Arguindegui Oil Laredo, TX**	
CNG Synthetic Blend 15W40 Oil	6000	Gallons	$ 8.05	$ 48,300.00

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2016
Bugeted Y/N?: y
Source of Funds:
Account #: 558 5811 582 6660
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

Funding is available in:
Fixed Route (Oil & Other Lubricants) 558-5811-582-6660
Paratransit (Oil & Other Lubricants) 558-5812-582-6660

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year and is contingent upon the availability of appropriated funds from which payment for the contract purchases can be made. If no funds are appropriated and budged during the next fiscal year, this contract becomes null and void.

Attachments

16-019

Bid Tabulation FY16-019
Enging Oil Transmission Fluid - Transit Mgt.
December 18, @ 3:30 PM

Item	Description	UOM	Est. Qty	Arguindigue Oil Laredo, Texas Unit Price	Arguindigue Oil Laredo, Texas Ext. Total	Rotex Truck Center Laredo, Texas Unit Price	Rotex Truck Center Laredo, Texas Ext. Total
1	Transmission Fluid Alllison TES 295 SystCastrol"Transynd"	Gal.	6000	$ 22.63	$ 135,780.00	$ 27.39	$ 164,340.00
3	CNG Synthetic Blend 15w/40	Gal.	6000	$ 8.05	$ 48,300.00	$ 13.24	$ 79,440.00
						Option # 2	
1	Transmission Fluid Alllison TES 295 SystCastrol"Transynd"	Gal.	6000			$ 28.58	$ 171,480.00
3	CNG Synthetic Blend 12w/40	Gal.	6000			$ 13.24	$ 79,440.00

Item	Description	UOM	Est. Qty	Sun Coast Resource, Inc. Houston, Texas Unit Price	Sun Coast Resource, Inc. Houston, Texas Ext. Total	Munoz Oil Laredo, Texas Unit Price	Munoz Oil Laredo, Texas Ext. Total
1	Transmission Fluid Alllison TES 295 SystCastrol"Transynd"	Gal.	6000	$ 30.69	$ 184,140.00	$ 8,882.50	$ 53,295,000.00
3	CNG Synthetic Blend 15w/40	Gal.	6000	$ 6.52	$ 39,120.00	$ 6,146.25	$ 36,877,500.00
						Alternate Bid	
						$ 1,782.00	$ 19,440.00
						$ 1,234.75	$ 134,700.00
						Alternate Bid	
						$ 142.20	$ 213,300.00
						$ 126.00	$ 151,200.00

Bid Tabulation FY16-019
Enging Oil Transmission Fluid - Transit Mgt.
December 18, @ 3:30 PM

Industrial Transmission Solutions Mesquite, Texas			
Unit Price		Ext. Total	
$ 2,370.00	$		14,220,000.00
$ 9,947.50			$217,080.00

EBR Laredo, Texas			
Unit Price		Ext. Total	
$ 2,370.00	$		14,220,000.00
$ 9,947.50			$217,080.00