

# **CITY OF LAREDO CITY COUNCIL MEETING**

**A-2016-R-19  
CITY COUNCIL CHAMBERS  
1110 HOUSTON STREET  
LAREDO, TEXAS 78040  
November 7, 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 Heberto "Beto" L. Ramirez, 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 October 17, 2016**

### **V. COMMUNICATIONS AND RECOGNITIONS**



## **Communiqués**

- a. Presentation on the First Responders Memorial Park.

## **Recognitions**

- a. Recognizing Hamilton Trophies on their 36th Annual Guajolote 10K run on Thanksgiving Day.
- b. Recognizing the USA Savate 9th Annual World Pugilist Hall of Fame Honorees.
- c. Recognizing the United South Middle School Leopards, 7th Grade Team for the Undefeated 8-0 run and winning the District Championship. The Defense allowed 1.5 points per game.

## **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 Alejandro "Alex" Perez of to the Historical District Landmark Board.

## **VII. PUBLIC HEARINGS**

1. **Public Hearing and Introductory Ordinance** amending the City of Laredo FY 2017 Airport Construction Fund Budget to accept and appropriate funds in the amount of \$75,300.00 for claim filed with the Texas Municipal League due to damage of the Engineered Material Arresting Systems (EMAS) Block at Runway 17R/35L at the Laredo International Airport.



2. **Public Hearing and Introductory Ordinance** authorizing the City Manager to accept and execute contract from the Department of State Health Services (DSHS) in the amount of \$300,600.00 and amending the FY 2016-2017 City of Laredo Health Department (CLHD) budget, Full Time Equivalent (FTE) position listing by creating one (1) AIDS Program Coordinator, R36 for the continuation of the City of Laredo Health Department's HIV Prevention Services Program for the term period from January 1, 2017 through December 31, 2017.
3. **Public Hearing and Introductory Ordinance** amending the Laredo Land Development Code of the City of Laredo by revising Article V, Section 24-78.2, General Requirements, (b) Central Business District And Arts and Entertainment District Exemptions, to clarify the parking exemption for residential uses within the districts; providing for publication and effective date.
4. **Public Hearing and Introductory Ordinance** amending Chapter 19, Motor Vehicles and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances of the City of Laredo by specifically amending Section 19-362 (d) and (e), City owned parking lot rates and hours of operation, decreasing the Hamilton Parking Garage and Victoria and Juarez parking lot monthly parking rate from \$100.00 to \$75.00, and to provide for severability, publication and effective date. **(Approved by Operations Committee)**

**(Recess)**

**(Press Availability)**

## **VIII. INTRODUCTORY ORDINANCES**

5. Amending Ordinance 2015-O-060 which designated only certain sections of Crossroads Loop, between McPherson Road and Grand Central Blvd., as a "No Parking Anytime/Tow-away Zone to now include the entire North and South side of Crossroads Loop, between McPherson Road and Grand Central Blvd, and the East and West side of Rio Panuco Lane, Rio Fuerte Lane, and Rio Laja Lane, as a "No Parking Anytime/Tow-Away Zone" for Tractor Trailers only, providing for publication and effective date.  
**(Approved by Operations Committee)**



6. Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo, specifically adding Sub-Section 19-364 (19) which establishes the East and West side of the 100, 200, and 300 Block of San Enrique Avenue, between Iturbide Street and Water Street, as a "No Parking Anytime/Tow Away" Zone; providing severability, effective date and publication. **(Approved by Operations Committee)**

## IX. FINAL READING OF ORDINANCES

7. **2016-O-164** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .08 acres, as further described by metes and bounds in attached Exhibit "A", located at north of Aguanieve Dr., and West of Cuatro Vientos Rd., from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District); providing for publication and effective date. ZC-78-2016

District I

8. **2016-O-165** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2C, Block 1, Jacaman Ranch, Unit 1, located at 1619 Jacaman Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date; providing for publication and effective date. ZC-80-2016

District V

9. **2016-O-166** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 423, Eastern Division, located at 301 W. Saunders St., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

District IV

10. **2016-O-167** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a Bingo Parlor on all of Block 293, Eastern Division, located at 301 Clark Boulevard, Unit 1; providing for publication and effective date.

District IV



11. **2016-O-168** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1,282.00 sq. ft. of Lot 4, Block 1068, Eastern Division and 7,290.16 sq. ft. out of Urbahn Ave., West of Lot 1, Block 1168, Eastern Division as further described by metes and bounds in attached Exhibit “A”, located at 1301 South Meadow Ave., from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

District III

12. **2016-O-169** Approving the public sale of a tract of land containing 32,552 square feet, more or less, legally described as a portion of Block No. 10, Subdivision Plat of Laredo International Airport, Building No. 55 located at 4818 Thomas Avenue and authorizing the City Manager to execute all conveyance documents to sole bidder Region One Education Service Center in the amount of \$580,000.00; and providing for effective date.
13. **2016-O-170** Authorizing the City Manager to execute an Automobile Rental Concession and Lease Agreement with Avis Rent A Car, Enterprise Rent A Car/National Car Rental, and Hertz, for office counter space and parking spaces located at the Laredo International Airport Passenger Terminal 5210 Bob Bullock Loop. Lease term is for three (3) years commencing on December 1, 2016, and ending on November 30, 2019. Minimum Annual Guarantee (MAG) shall be bid amount or ten percent (10%) of gross sales, whichever is greater; providing for an effective date.
14. **2016-O-171** Authorizing the City Manager to execute all necessary documents for the sale of the “surface only” of a 6.9441 Acre Tract to AEP Texas Central Company. The property was appraised at the fair market value of \$1,437,000.00. The said tract is located along the North side of Mines Road just south of Las Cruces and legally described as an unimproved 6.9441 Acre Tract, recorded in volume 3905, pages 442-454, Official Public Records of Webb County, Texas situated in Porcion 23 (A-283), Leonardo Sanchez, Original Grantee, in the County of Webb, Laredo, Texas and more particularly described on attached, exhibit “A”.

## **X. RESOLUTIONS**

## **XI. MOTIONS**



15. Authorization to negotiate a professional services contract with Structural Engineering Associates Inc., (SEA) to provide consulting services and for the preparation of the Application for the Presidential Permit Amendment for the World Trade Bridge Expansion Project.
  16. Authorizing the City Manager to enter into a contract with Zertuche Construction, L.L.C., to construct and replace the administrative offices of the Laredo Animal Care Services (LACS). The new building will replace the current mobile unit currently located at 5202 Maher Ave. The current mobile unit is obsolete, small and requires extensive repairs. Total estimated project cost is \$449,700.00. Funding is available from the 2012 construction credit of \$175,000.00 and the remaining amount of \$274,700.00 is from the 2016 CO.
- 

## **XII. CONSENT AGENDA**

**All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.**

### **XII (a) RESOLUTIONS**

17. **2016-R-125** Authorizing the City Manager to apply for a grant in the amount of \$810,795.00 to fund the Laredo Police Department HIDTA Task Force and to fund the Rio Grande Valley Financial HIDTA Task Force. Both initiatives will be funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017.
18. **2016-R-132** Repealing Resolution No. 2014-R-96 and authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between United Independent School District (UISD) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. UISD will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.



19. **2016-R-133** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Corrections Corporation of America (CCA) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. CCA will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.
20. **2016-R-134** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Texas A&M International University (TAMIU) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. TAMIU will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.
21. **2016-R-135** Ratifying the dedication of a 100' wide Right-of-Way for the extension of Bartlett Avenue by D & J Alexander Management, L.P., a Texas Limited Partnership. Said tract of land containing 14.14 Acres, more or less, out of that certain 978 Acres conveyed to Alexander Residential Development Co. L.L.C., as per deed recorded in Volume 857, pages 66-68, Webb County Deed Records. being situated in Porcion 26, Agustin Sanchez Original Grantee, Abstract 282, and being more particularly described as Exhibit "A".
22. **2016-R-136** Authorizing the City Manager to accept and enter into contract with the Texas Department of State Health Services (DSHS) in the amount of \$200,000.00, for the continuation of the Texas Healthy Adolescent Initiative (THAI) clinic-based program to assist youth with preventive health care and behavioral health services for the period beginning September 1, 2016 through August 31, 2017. This is renewable for another three (3) years pending funding availability.
23. **2016-R-137** Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Oscar Javier Garcia Enriquez for a new residential property located at 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division. The proposed residential property eligible for property tax abatement includes a single family residence of 840 sq. ft. in the total amount of \$ 68,000.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and



criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$433.16 and estimated total fee waiver of \$514.80 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

## **XII (b) MOTIONS**

24. Ratification of a contract to Engineered Arresting Systems Corporation (ESCO) from Logan Township, NJ, in the amount not to exceed \$85,300.00 to repair damage of Engineered Material Arresting System (EMAS) blocks at Runway 17R/35L at the Laredo International Airport; and authorizing the City Manager to execute all related contract documents. Funding is available in the Airport Construction Fund.
25. Authorizing the City Manager to enter into contract and award \$62,000.00 in reprogrammed Community Development Block Grant (CDBG) funds, made available by the U.S. Department of Housing and Urban Development, to Bethany House of Laredo for supportive services of their Transitional Housing Program.
26. Authorizing the City Manager to enter into multiple contracts and award 2016 Emergency Solutions Grant (ESG) Program Funds made available by the U.S. Department of Housing and Urban Development in the total amounts of:
  1. \$226,400.00 to Bethany House of Laredo, Inc., for Bethany House Shelter Complex shelter operations, provision of Essential Services, Street Outreach Services, Homelessness Prevention Assistance, Rapid Re-Housing Assistance, and Homeless Management Information System (HMIS).
  2. \$40,000.00 to Casa De Misericordia (CASA) for operation of their shelter.
  3. \$21,200.00 to Catholic Social Services for Homelessness Prevention Assistance and Homeless Management Information System (HMIS).
27. Authorizing the City Manager to amend the \$200,000.00 contract awarded to Serving Children and Adults In Need, Inc. (SCAN). The initial award to SCAN was for the rehabilitation and management of a transitional housing project for homeless youth located at 1517 Washington. Subsequently, SCAN has requested the City conduct the rehabilitation work instead with



said \$200,000.00 previously awarded to SCAN and then be solely responsible for the management and operations of the transitional housing homeless youth project.

28. Consideration for approval of award of construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the amount of \$63,900.00 (which includes the base bid and additive alternate no. 1 - lighting) for the CDBG Maryland Toddler Park Shade Structure with a construction contract time of sixty (60) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for January 2017. Funding is available in the CDBG 39<sup>th</sup> Action Year/2013.
29. Consideration to authorize a purchase contract with RZ Communications, the only authorized dealer for the acquisition of fifty (50) Zebra Mobile Printers, Stalker Radars, and the purchase of fifty (50) Mobile Computer Terminals (MCT'S) through contract No. DIR-TSO-2520 for the new Police Department patrol vehicles for a total amount of \$613,993.00. Funding is available in the 2016 Certificate of Obligation Issue.
30. Consideration to authorize the purchase of ammunition for the Police Department in the amount of \$91,586.00 from Precision Delta Corporation, Ruleville, Mississippi through the BuyBoard Cooperative Purchasing Program's contract No. 432-13. Funding is available in the Police Trust Fund.
31. Consideration to award an annual supply and service contract FY16-077 to the low bidder, E & E Air Conditioning, Laredo, TX in an amount up to \$100,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the Utilities Department. This contract establishes an hourly service rate and cost percentage for parts. 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. Funding for the additional extensions are subject to future budget appropriations. All services will be purchased on an as needed basis and funding will be secured from the Utilities Department Fund.
32. Consideration to authorize the purchase of four-thousand seven hundred and four (4,704) garbage/refuse carts from Toter Inc., Statesville, North Carolina, through the H-GAC Cooperative Purchasing Contract RC01-16 in the total amount of \$281,582.26. Funding is available in the Solid Waste Services Budget.



33. Consideration to renew annual service contract FY14-042 to the following vendors:

1. Laredo Mechanical, Laredo, Texas in an amount up to \$260,000.00;
2. Gutierrez Machine Shop, Laredo, Texas in an amount up to \$125,000.00; and
3. Odessa Pumps, Midland, Texas in an amount up to \$125,000.00

for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no price increase during this extension period. This is the third of five extension periods. All services will be purchased on an as needed basis. Funding is available in the Utilities Department Fund.

34. Consideration to award annual supply contract FY16-075 to the following vendors:

1. Patria Office Supply, Laredo, Texas; (Primary Vendor)
2. Laredo Janitorial Solutions, Laredo, Texas; (Ancillary Vendor)
3. Texchem Corporation, Laredo, Texas; (Ancillary Vendor)
4. Executive Office Supply, Laredo, Texas; (Ancillary Vendor)
5. Gulf Coast Paper, Corpus Christi, Texas; (Ancillary Vendor)
6. Matera Paper Company, San Antonio, Texas (Ancillary Vendor)

for providing general janitorial supplies to all City departments. This contract establishes discount percentage pricing for those janitorial supplies most commonly utilized by City departments. Approximately, \$250,000.00 is spent annually on janitorial supplies by all 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 contract has five extension periods. All items will be purchased on an as needed basis and funding will be secured from the user departmental budgets.

35. Consideration to award a three (3) year contract, FY16-076 to low bidder, South Texas Waste Systems, Laredo, Texas in an estimated annual amount of \$52,230.00. This contract is subject to future appropriations and will provide portable restroom rental services and portable hand washing stations to various City of Laredo departments on an as needed basis. Funding for this contract is available in the respective department budgets.



This contract shall take effect on December 2, 2016.

36. Consideration to renew annual supply contract number FY14-084 to the following vendors:

1. Chemrite, Inc., Buford, Georgia
2. Brenntag Southwest, Houston, Texas
3. Pencco, Inc., San Felipe, Texas
4. Chemtrade Chemicals, Parsippany, New Jersey
5. Polydyne, Inc., Riceboro, Georgia

for the purchase of water and wastewater treatment chemicals for the Utilities Department. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. Approximately \$2,000,000.00 is spent on an annual basis and contract is subject to future appropriations. This is the first of three extension periods. There will be no price increase during this extension period. All chemicals will be purchased on as needed basis. Funding is available in the Water and Wastewater Treatment Division's operating budgets.

37. Consideration to authorize a purchase contract to OfficeSource Ltd., San Antonio, Texas in the amount of \$ 89,796.62 through the (TCPN) - The Cooperative Purchasing Network Program, for the purchase of new office furniture for the Jefferson Water Treatment Museum. The anticipated delivery and installation of furniture is expected within 4 to 6 weeks of order date. Funding is available in the WaterWorks Operating Fund.

38. Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts to purchase computers, computer hardware, computer software, telecommunications and other related equipment, goods and services offered through DIR Cooperative Purchase contracts. The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved State contracts. The City shall purchase such items on an as needed bases and based on budget availability. Funding for Cooperative Purchases of goods and services is available in the respective departmental budgets.



39. Consideration to authorize the installation of thirty-seven (37) speed humps on different streets located within City Council District II, under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of speed cushions, which are currently required under the policy. City Council District II discretionary funds will be used for this project in the amount of \$74,000.00.
40. Consideration for approval of the selection of engineering laboratory based on Request for Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the laboratory testing to Millennium Engineering Group, Inc. for the 24-in Water Transmission Main on Casa Verde Road and the 3 million gallon elevated storage tank at San Isidro to Howland Engineering & Surveying Co. There is no financial impact at this time.
41. Consideration for approval of the selection of engineering laboratory based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the laboratory testing services of the South Laredo Wastewater Treatment Plant 18 MGD Expansion project with Terracon. There is no financial impact at this time.

### **END OF CONSENT AGENDA**

---

### **XIII. STAFF REPORTS**

42. Presentation on the work done in partnership with Texas A&M International University for Make A Difference Day at the Laredo Animal Care Facility.

### **XIV. 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.

### **XV. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD**



## **XVI. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL**

### **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

43.

#### **A. Request by Mayor Pete Saenz**

1. Discussion with possible action on the City of Laredo employment policies (if any) of U.S. Veterans.
2. Discussion with possible action on submitting the Fastlane Grant Application.

#### **B. Request by Council Member Rudy Gonzalez, Jr.**

1. Discussion with possible action on annexing Wormser Road into the City.  
**(Co-Sponsored by Council Member Vidal Rodriguez)**

#### **C. Request by Council Member George Altgelt**

1. Status of the survey conducted with residents off of River Bank Drive and Abbeville Drive regarding the proposed connector to Flecha Lane and whether they approve it or not as per City Council directive to management at prior City Council Meeting.
2. Status of the survey conducted with warehouse owners in the Mines Road area regarding the implementation of a Public Improvement District to utilize an assessment (industrial properties only - NOT residential or commercial) as a means of paying for infrastructure improvements, commercial vehicle enforcement, etc... that serve the Port of Laredo and whether they approve it or not as per City Council directive to management at prior City Council Meeting.
3. Status of meetings to have been conducted by the Laredo Bridge System along with our Nuevo Laredo and Mexican counterparts, representatives



from the U.S. Customs Border Protection, Licensed Customs Brokers, Freight Forwarders, and Trucking companies in order to incentivize use of the World Trade Bridge during non-peak hours as per City Council directive to management at prior City Council Meeting.

4. Status of River Bank Bridge Construction, Request for Procurement and funding and all matters related thereto.

## **XVII. 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, November 2, 2016 at 5:30 p.m.

---

Heberto "Beto" L. Ramirez  
Acting City Secretary



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Mario I. Maldonado, Jr. Acting Airport Director

---

**SUBJECT**

**Public Hearing and Introductory Ordinance** amending the City of Laredo FY 2017 Airport Construction Fund Budget to accept and appropriate funds in the amount of \$75,300.00 for claim filed with the Texas Municipal League due to damage of the Engineered Material Arresting Systems (EMAS) Block at Runway 17R/35L at the Laredo International Airport.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The EMAS is located at the end of Runway 35L and provides the required Federal Aviation Administration (FAA) runway safety area protection. This system sustained wind damage as a result of unusually high winds. The airport identified a total of seventeen (17) EMAS blocks with missing portions of the jet blast resistant ("JBR") coating (missing top trays). The JBR coating protects the core material from the environment and other external elements. Jet blast, wind, rain and chemicals used at the airport can affect not only the blocks with missing tops but can also affect the core material of adjacent blocks. Failure to replace the missing tops can lead core material erosion which may cause the EMAS system to begin to lose arresting performance. Finally, FAA Advisory Circular 150/5220-22B addresses the necessity to provide repairs to a damaged EMAS in a timely fashion. An EMAS bed that is damaged due to an incident must be repaired within a 45 day period not including any days that present any conditions which delay repair of the bed (i.e. severe weather, operational constraints, etc.). An insurance claim was filed with the Texas Municipal League and was paid to the City on 10/25/2016 in the amount of \$75,300.00 (\$85, 300.00 less \$10,000.00 deductible).

**COMMITTEE RECOMMENDATION**

Item will be presented to the Airport Advisory Board on November 9, 2016.

**STAFF RECOMMENDATION**

Staff recommends approval.

---

**Fiscal Impact**

<b>Fiscal Year:</b>	2017
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	
<b>Account #:</b>	433-3682-564-9900



Change Order: Exceeds 25% Y/N:

**FINANCIAL IMPACT:**

ACCOUNT	BUDGET	BUDGET APPROPRIATION	AMENDED BUDGET
433-3682-564-9900 RESERVE	\$1,256,019	\$75,300	\$1,341,319

ACCOUNT	BUDGET	BUDGET APPROPRIATION	AMENDED BUDGET
433-0000-373-2017 REIMBURSE DAMAGE PROPERTY	\$251,437	\$75,300	\$326,737

---

**Attachments**

Intro Ordinance EMAS

---



## **PUBLIC HEARING AND INTRODUCTORY ORDINANCE**

### **AMENDING THE CITY OF LAREDO FY 2017 AIRPORT CONSTRUCTION FUND BUDGET TO ACCEPT AND APPROPRIATING FUNDS IN THE AMOUNT OF \$75,300.00 FOR CLAIM FILED WITH THE TEXAS MUNICIPAL LEAGUE DUE TO DAMAGE OF THE ENGINEERED MATERIAL ARRESTING SYSTEMS (EMAS) BLOCKS AT RUNWAY 17R/35L AT THE LAREDO INTERNATIONAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID BUDGET AMENDMENT.**

WHEREAS, the City of Laredo approves and appropriates funds in the amount of \$75,300.00 for the Laredo International Airport; and

WHEREAS, said transfer will fund the claim filed with the Texas Municipal League due to damage of the Engineered Material Arresting Systems (EMAS) blocks at Runway 17R/35L at the Laredo International Airport; and

WHEREAS, the Airport Director recommends that the City Council approve the proposed budget amendment to the City of Laredo FY 2017 Airport Construction Budget to recognize the additional revenues and to appropriate like expenditures; and

WHEREAS, the Airport Advisory Board finds that amending the budget is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1: The City Manager be and is hereby authorized to accept and appropriating funds in the amount of \$75,300.00 for claim filed with the Texas Municipal League due to damage of the Engineered Material Arresting System (EMAS) blocks at Runway 17R/35L at the Laredo International Airport and authorizing the City Manager to implement said budget amendment.



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

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

\_\_\_\_\_  
HEBERTO "BETO" RAMIREZ  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Hector F. Gonzalez, MD, MPH, Director of Health

---

**SUBJECT**

**Public Hearing and Introductory Ordinance** authorizing the City Manager to accept and execute contract from the Department of State Health Services (DSHS) in the amount of \$300,600.00 and amending the FY 2016-2017 City of Laredo Health Department (CLHD) budget, Full Time Equivalent (FTE) position listing by creating one (1) AIDS Program Coordinator, R36 for the continuation of the City of Laredo Health Department's HIV Prevention Services Program for the term period from January 1, 2017 through December 31, 2017.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On August 17, 2015, Council approved Ordinance 2015-O-105.

**BACKGROUND**

The Texas Department of Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD). DSHS will continue to partner with the CLHD to provide HIV prevention services.

Human immunodeficiency virus (HIV) prevention services ensure HIV awareness and prevention for persons at greatest risk of acquiring or transmitting HIV infection. The CLHD HIV Prevention Project is a model evidenced based prevention and health promotion service which consists of innovation, coordination, and collaboration; some of the basic fundamentals in prevention. The project serves qualifying residents in the Duval, Jim Hogg, Webb and Zapata counties.

Resources from this grant allow for the creation of one (1) AIDS Program Coordinator, R36 position.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**



Staff recommends that Council approve the Ordinance.

---

---

**Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** DSHS  
**Account #:** 226-6002  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The revenue account is 226-0000-323-4046 and the expenditure division is 226-6002 with the project number HEHP09.

---

---

**Attachments**

Ordinance

Budget

Contract

---

---



## **ORDINANCE**

**AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$300,600.00 AND AMENDING THE FY 2016-2017 CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FULL TIME EQUIVALENT (FTE) POSITION LISTING BY CREATING ONE (1) AIDS PROGRAM COORDINATOR, R36 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT'S HIV PREVENTION PROGRAM FOR THE TERM PERIOD FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.**

**WHEREAS**, the Texas Department of Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD). DSHS will continue to partner with the CLHD to provide HIV prevention service; and

**WHEREAS**, human immunodeficiency virus (HIV) prevention services ensure HIV awareness and prevention for persons at greatest risk of acquiring or transmitting HIV infection. The CLHD HIV Prevention Project is a model prevention and health promotion service which consists of innovation, coordination, and collaboration; some of the basic fundamentals in prevention. The project serves qualifying residents in the Duval, Jim Hogg, Webb and Zapata counties; and

**WHEREAS**, resources from this grant allow for the creation of one (1) AIDS Program Coordinator, R36 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 execute contract from the Department of State Health Services (DSHS) in the amount of \$300,600.00 and amending the FY 2016-2017 City of Laredo Health Department (CLHD) Full Time Equivalent (FTE) position listing by creating one (1) AIDS Program Coordinator, R36 for the continuation of the City of Laredo Health Department's HIV Prevention Program for the term period from January 1, 2017 through December 31, 2017.

**Section 2:** The revenue account is 226-0000-323-4046 and the expenditure division is 226-6002 with the project number HEHP09.



**Section 3:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Department of State Health Services 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:**

\_\_\_\_\_  
**HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY**

**APPROVED AS TO FORM:**

**RAUL CASSO  
CITY ATTORNEY**

\_\_\_\_\_  
**KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY**



**DSHS HIV Prevention  
Account Number 226-6002  
Project HEHP09  
BUDGET**

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	300,600.00
IN-KIND MATCH		0.00
TOTAL REVENUES	\$	300,600.00
EXPENSES		
PERSONNEL	\$	159,822.00
FRINGE BENEFITS		86,508.00
TRAVEL		6,418.00
EQUIPMENT		0.00
SUPPLIES		21,834.00
CONTRACTUAL		0.00
OTHER		26,018.00
SUB-TOTAL	\$	300,600.00
IN-KIND MATCH		0.00
TOTAL	\$	300,600.00



## DEPARTMENT OF STATE HEALTH SERVICES



**AMENDMENT #: 06**

---

The Department of State Health Services (DSHS) and City of Laredo (Contractor) agree to amend Contract No. 2013-043153-001 (Contract), which was effective on January 1, 2013. This Contract has been amended 5 times prior to this Amendment. The sixth amendment is denominated as Contract No. 2016-001325-02.

I. The Parties agree to amend Section 2 of this Contract to increase the total amount of Contract to ONE MILLION FIVE HUNDRED FOURTEEN THOUSAND TWO HUNDRED DOLLARS (\$1,514,200.00). The total payment to Contractor for the period from January 1, 2017 through December 31, 2017, will not exceed THREE HUNDRED THOUSAND SIX HUNDRED DOLLARS (\$300,600.00).

II. The Parties agree to amend Section 4, Term of Contract, to extend the end of the Contract term to December 31, 2017.

III. The Parties agree to amend Section 7, Statement of Work, of this contract to add the following:

- Ensure referrals to appropriate services [e.g. Pre-Exposure Prophylaxis (PrEP, Post-Exposure Prophylaxis (PEP), counseling (mental health and/or substance abuse treatment), STD services for individuals at high risk of acquiring HIV.

IV. The Parties agree to delete Section 7, Statement of Work, QUALITY ASSURANCE ACTIVITIES, TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE, of this contract and replace it with the following:

TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE:

Contractor shall conduct the following quality assurance activities:

- 1) Follow the orientation and training schedule outlined in the DSHS Quality Assurance Standards, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- 2) Audit Testing and Linkage to Medical Care charts and retain all audit documentation as described in the DSHS Quality Assurance for Testing and Counseling Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- 3) Audit all HIV positive charts and retain all audit documentation.
- 4) Contractor shall direct these services to target population(s) as specified in Contractor's objectives, all as approved by DSHS Program.



DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #: 06

---

V. The Parties agree to delete Section 7, Statement of Work, QUALITY ASSURANCE ACTIVITIES, PREVENTION WITH POSITIVE PERSONS, of this contract and replace it with the following:

PREVENTION WITH POSITIVE PERSONS:

Contractor shall conduct Prevention with Positive Persons activities as specified herein.

The National HIV Strategy on HIV/AIDS identifies the "Prevention with Positives" initiative as activities and programming that consists of tightly coordinated services for clients with complex needs. Appropriate populations targeted by these services are newly diagnosed HIV-positive clients, those returning to care, individuals with a history of non-adherence to treatment, and those with inconsistent participation in HIV-related medical care.

The goals of Prevention with Positive Persons are: 1) to increase the number of HIV-infected persons who are fully engaged in medical care; and 2) to reduce sexual and drug risk behaviors of HIV-infected persons through individual-level and/or group-level strategies.

Prevention with Positive Persons programs must have an extended engagement of services with clients.

Prevention with Positive Persons services is not intended to replace Ryan White case management. Contractors shall coordinate services with Ryan White case managers to avoid duplication of services.

Prevention with Positive Persons activities funded under this Contract amendment shall focus on behavior change, including behaviors related to the following:

- Risk reduction/harm reduction
- Medical adherence
- Reengagement into medical care
- Treatment preparation (i.e. counseling for anti-retroviral therapy and prescription adherence)
- Disclosure of status
- Dealing with stigma

For purposes of this Contract amendment the following are funded Prevention with Positive Persons interventions:

- Comprehensive Risk Counseling and Services (CRCS)
- Choosing Life, Empowerment, Action and Results (CLEAR)
- Anti- Retroviral Treatment and Access to Services (ARTAS)
- Healthy Relationships (HR)



DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #: 06

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule for CRCS, CLEAR, ARTAS, and HR located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm>. Other Prevention with Positive Persons Activities should be implemented as directed by DSHS.
- Audit CRCS, ARTAS, and HR charts and retain all audit documentation.
- Ensure CRCS, CLEAR, ARTAS, and HR staff meets minimum staff qualifications as referenced in DSHS Program Operating Procedures and Standards for CRCS, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>; and at <https://www.effectiveinterventions.org/en/home.aspx>.
- Adhere to the DSHS-approved procedures and protocols for Contractor's CRCS, CLEAR, ARTAS, and HR program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care including developing relationships with Ryan White Treatment Modernization Act case management providers.

VI. The Parties agree to delete Section 7, Statement of Work, PERFORMANCE MEASURES, TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE of this contract and replace it with the following:

TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE:

For purposes of this Renewal contract, staff includes anyone conducting HIV and STD testing under this Renewal contract.

Contractor shall:

- 1) Perform recruitment activities (e.g. street outreach, internet recruitment, social networking and dating applications, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as health fairs or screenings) within the target population(s).
- 2) Provide HIV screening by collecting a blood-based specimen. Supplemental testing must be collected by venipuncture immediately, on-site, after a point of care HIV and syphilis health check preliminary positive test result. All staff operating under this Contract amendment to implement Targeted Testing and Linkage to Medical Care must have the ability to obtain specimens via venipuncture. All staff must be permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Staff will offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Contractor and approved in advance by DSHS. All staff conducting field work under this contract amendment to implement Targeted Testing and Linkage to Medical Care must be permitted to disclose the reason s/he is contacting client (e.g. Follow up on a preliminary positive, linkage to HIV and/or STD testing, treatment and care activities, etc.)
- 3) Obtain DSHS written pre-approval for rapid HIV testing. Once pre-approved, Contractor must adhere to DSHS program operating procedures relating to rapid testing, located at <http://www.dshs.state.tx.us/hivstd/contractor/hivprevention.shtm>. Contractor must obtain any required



## DEPARTMENT OF STATE HEALTH SERVICES



### AMENDMENT #: 06

---

Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification, in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). Waiver is sought by submitting an application to the DSHS Health Facility Licensing and Compliance Division (HFLCD).

4) Provide targeted HIV testing for persons at increased risk for HIV/STD/Viral Hepatitis C infection due to individual sexual behavior, drug use, and/or other risk behaviors. This shall include establishing and maintaining confidential and anonymous HIV testing programs, with referrals to other testing and treatment services as appropriate.

5) Provide HIV testing in accordance with DSHS RFP # HIV/PREV-0519-1, and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>. All staff operating under this Contract amendment to implement Targeted Testing and Linkage to Medical Care must be permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

6) Establish and maintain mutually agreed-upon written, formal procedures with the local health and/or regional department, in each geographic area served by Contractor, responsible for public health disease intervention services. The procedures must specify processes (e.g., communication) that facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Contractor. These procedures must be finalized and in place within thirty (30) days of the effective date of this Contract amendment. Additionally, Contractor must establish and maintain mutually agreed-upon formal, written procedures with other HIV prevention and services providers and collaborating entities that Contractor will work with to implement any activities under this Contract amendment. The procedures must clearly identify the roles of Contractor and such collaborating agency(ies). All of these agreements must be retained, and be made readily available to DSHS upon request.

7) Establish and maintain mutually agreed-upon formal written procedures with local providers who provide services frequently needed by clients seeking HIV services from Contractor, including but not limited to: HIV testing and counseling; evidence based interventions, STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.

8) Achieve, at a minimum, the following performance measures:

- Objective A: Contractor shall diligently follow the requirements for delivery of all HIV test results (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all HIV testing done under this Contract amendment. Contractor shall submit client encounter data into the DSHS database as described herein. If that data indicates a test result delivery rate of less than 75%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

- Objective B: Contractor shall diligently follow the requirements for conducting results counseling (see



## DEPARTMENT OF STATE HEALTH SERVICES



### AMENDMENT #: 06

---

<http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all clients with positive HIV test results under this Contract amendment. Contractor shall submit client encounter data into the DSHS database as described herein. If that data indicates a results counseling delivery rate of less than 95%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

- Objective C: Contractor shall diligently follow the requirements for linking all clients, with positive HIV test results, to HIV-related Medical Care (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the DSHS database as described herein. If that data indicates a linkage rate of less than 85%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

- Objective D: During the term of this Contract amendment, based on the testing required herein DSHS expects that the Contractor reporting should reflect a minimum new positivity rate of 1.2% annually. If data indicates a rate of less than 1.2 % new positivity, DSHS may, at its sole discretion, required additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

See Performance Measures section for additional measures that have specific targets.

VII. The Parties agree to delete Section 7, Statement of Work, PERFORMANCE MEASURES, CONDOM DISTRIBUTION, of this contract and replace it with the following:

#### CONDOM DISTRIBUTION:

Contractor shall:

- 1) Conduct condom distribution activities as approved in Contractor's condom distribution plan as noted in the final, approved work plan. The condom distribution plan as approved in the Contractor's work plan shall be implemented beginning January 1, 2017. As noted in Section I above, following on-going community assessments, any revision to the Condom Distribution Plan shall be submitted to DSHS for review and approval prior to implementation.

- 2) Conduct condom distribution activities as described in DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>

- 3) Achieve, at a minimum, the following performance measures:

- See Performance Measures section for measures that have specific targets.



DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #: 06

VIII. The Parties agree to delete Section 7, Statement of Work, PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS, of this contract and replace it with the following:

PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

1) DSHS may make alterations to reporting systems and requirements, or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Contractor will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers some kind of technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

2) Contractor shall provide information on each client contact/prevention counseling session via the reporting system(s) designated by DSHS. Testing and Linkage to medical care contact information shall be entered into the DSHS approved data system no later than twenty (20) working days following the client contact.

3) Information submitted to DSHS electronically must be submitted via TxPHIN or sFTP by the Contractor.

The following information for all clients who receive HIV testing shall be reported to DSHS electronically in a DSHS approved format and submitted by the 20th of each month. Data for transmission to TXDSHS HIV program will include the following elements:

- Scope , Client ID, Site name, Test date, Counselor Name, Birth date, Sex at birth, Current gender identity, Ethnicity, Race, Client's zip code, Client asked about risk factors, Client counseled about their risks , Test technology used, Test result.

4) Report the following additional elements for each client testing HIV-positive:

- Client's full name, Test result delivered, Date test result delivered, Reason result not delivered, Previous HIV test history and HIV status, Month and year of last HIV test, Client's risk factors (sex with males, sex with females, uses injection drugs), Referral to medical care (where referred, reason for no referral, outcome of referral), Date of first medical appointment, Client's most severe housing status is previous 12 months, Referral to HIV prevention services (referred and outcome of referral) and Referral to partner services (referred).

- DSHS may link Contractor's reported data elements to other DSHS databases that capture information on HIV patients. Reports generated from these data matches may be used by Contractor for continuity of care only and may only be shared internally with Contractor's HIV prevention staff. These data reports are not for the public and cannot be shared per the Texas Health and Safety Code Section 85.115.

5) Contractor is responsible for examining the quality of the information prior to submission to assure it is



DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #: 06

---

complete and accurate.

6) Prevention with Positive Persons data must be entered into the DSHS Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFTP to DSHS by the 20th of each month.

7) Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

8) Group and community level intervention data must be entered into the DSHS Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFTP to DSHS by the 20th of each month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

9) Condom Distribution data must be entered into the DSHS Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFTP to DSHS by the 20th of each month.

10) Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

11) Community Mobilization data must be entered into the DSHS Risk Reduction and Awareness Microsoft Access Data System submitted via TxPHIN or sFTP to DSHS by the 20th of each month.

12) Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

13) Contractor shall submit semi-annual activity reports, and one four-month report of the number of contacts with clients in the designated target population(s) in which priority intervention services are provided. Such reports shall be submitted in the format provided by DSHS Program at <http://www.dshs.state.tx.us/hivstd/fieldops/PreventionReports.shtm> by electronic mail transmission to [hivstdreport.tech@dshs.state.tx.us](mailto:hivstdreport.tech@dshs.state.tx.us). These semi-annual reports are due on or before the 31st calendar day of March 2016 and the 30th calendar day of September 2016. The four month report will cover the time period of September 2016-December 2016 and is due on or before the 31st calendar day of January 2017. In addition, semi-annual reports are due before the 31st calendar day July 2017 and before the 31st calendar day of January 2018.

14) Contractor shall submit a detailed activity calendar by the 5th day of every month to the appropriate DSHS regional staff and DSHS HIV Prevention Consultant. Contractor is expected to maintain staffing at the events listed on the calendar. Contractor shall submit all data accurately, within the required time frames, and to the satisfaction of DSHS. If reporting practices do not meet these conditions, this will constitute a breach of contract.



DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #: 06

---

15) Contractor may use data collected through the above mechanisms for program planning, evaluation, and improvement, consistent with confidentiality restrictions in state and federal law. Data may be included in Contractor reports to parties other than DSHS provided the information is aggregated in such a way that no individual client may be identified. Data may not be used for research purposes by Contractor or any other party without prior approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Contractor may not share electronic data sets with other parties without advance written permission of DSHS.

16) DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner. All documentation under this contract will be readily available for inspection by DSHS staff during site visits.

17) Contractor must protect the security of program reporting data and the confidentiality of client information. Contractor must:

- Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;
- Ensure client privacy is maintained and data is collected confidentially when data/information is elicited verbally from clients;
- Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of client information and ensure that such environments are consistently maintained;
- Ensure data entered into program reporting systems are input only by properly authorized staff;
- Assure data integrity is maintained and that data entered in program reporting systems is entered accurately and is not altered;
- Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);
- Ensure that persons entering data do not circumvent such security measures;
- Ensure data are accessed only by authorized persons;
- Ensure program data are used in a manner that protects client privacy and is in accordance with federal and state law and the terms of this contract;



## DEPARTMENT OF STATE HEALTH SERVICES



**AMENDMENT #: 06**

---

- Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents unauthorized access to, and use of, program data;
- Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;
- Protect data transported within your entity or to external parties consistent with the constraints and requirements listed herein;
- Protect data transmitted electronically within your entity or to external parties (when not using DSHS' data reporting systems) consistent with the constraints and requirements listed herein;
- Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this contract, and assure that program data cannot be inappropriately accessed;
- Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Contractor must maintain records documenting such training);
- Require each individual member of Contractor's staff, and volunteers, to sign an agreement pledging to abide by Contractor's policies and procedures pertaining to data security and client privacy. Contractor shall maintain these written agreements and make them available upon request to DSHS in a timely manner;
- Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data;
- Develop a personnel sanction policy to hold Contractor staff and volunteers and subcontractor staff responsible for any violations of these policies. If Contractor uses subcontractors: Contractor accepts full responsibility and accountability for each subcontractor's performance under this contract including all provisions related to confidentiality;
- Agree to make staff available for training on the use of program reporting systems and data security;
- Comply with DSHS' efforts to maintain lists of staff under this contract authorized to use the program reporting systems;
- Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach; and



DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #: 06

---

- DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner. All documentation under this contract shall be readily available for inspection by DSHS staff during site visits.

IX. The parties agree to amend Section 15, PROGRAMMATIC REPORTING REQUIREMENTS of this contract to include the following:

Comprehensive Activity Report	01/01/2017	06/30/2017	07/28/2017
Comprehensive Activity Report	07/01/2017	12/31/2017	01/31/2018
Financial Status Report	01/01/2017	03/31/2017	04/29/2017
Financial Status Report	04/01/2017	06/30/2017	07/31/2017
Financial Status Report	07/01/2017	09/30/2017	10/31/2017
Financial Status Report	10/01/2017	12/31/2017	02/15/2018

X. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XI. This Amendment is effective on January 1, 2017.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

**Department Of State Health Services**

By:  
Title:  
Date:

**Contractor**

By:  
Title:  
Date:



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** City Council

**Staff Source:** Horacio De Leon, Assistant City Manager; Nathan R. Bratton, Planning Director

---

## **SUBJECT**

**Public Hearing and Introductory Ordinance** amending the Laredo Land Development Code of the City of Laredo by revising Article V, Section 24-78.2, General Requirements, (b) Central Business District And Arts and Entertainment District Exemptions, to clarify the parking exemption for residential uses within the districts; providing for publication and effective date.

## **PREVIOUS COUNCIL ACTION**

City Council directed staff to amend the Land Development Code to clarify parking requirements for residential uses in the Central Business District and Arts and Entertainment zoning districts after based on a presentation by the downtown IT street group.

## **BACKGROUND**

Downtown IT street group requested that Council direct staff to clarify the Land Development Code provision relating to residential uses in the Central Business District and Arts and Entertainment District.

## **COMMITTEE RECOMMENDATION**

Planning and Zoning Commission recommends that Council pass the proposed amendment.

## **STAFF RECOMMENDATION**

Staff recommends the proposed amendment be passed.

---

## **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**



**FINANCIAL IMPACT:**

N/A

---

**Attachments**

LDC amendment clarifying residential uses in CBD and AE

---



**CITY OF LAREDO ORDINANCE NO. 2016-O-\_\_\_\_**

AMENDING THE LAREDO LAND DEVELOPMENT CODE OF THE CITY OF LAREDO BY REVISING ARTICLE V, SECTION 24-78.2, GENERAL REQUIREMENTS, (b) CENTRAL BUSINESS DISTRICT AND ARTS AND ENTERTAINMENT DISTRICT EXEMPTIONS TO CLARIFY THE PARKING EXEMPTION FOR RESIDENTIAL USES WITHIN THE DISTRICTS; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

**WHEREAS**, the purpose of the Central Business District (CBD) is to provide for development and redevelopment of the City's historic urban center, with acknowledgment of the district's unique characteristics and contribution to the community; and

**WHEREAS**, the purpose of the Arts and Entertainment District (AED) is to provide a mixed-use environment where arts and entertainment venues, commercial, residential and office uses harmoniously co-exist in a higher density, pedestrian-oriented environment; and

**WHEREAS**, off-street parking is not a requirement for businesses within the Central Business District and the Arts and Entertainment District; and

**WHEREAS**, the City Council seeks to clarify that required off-street resident parking is not a requirement and is an exemption available within the Central Business and Arts and Entertainment Districts; and

**WHEREAS**, the Planning & Zoning Commission, after a public hearing on October 6, 2016, has recommended the City Council approve this proposed amendment to the City of Laredo Land Development Code.; and

**WHEREAS**, the City Council has held a public hearing on November 7, 2016 on this amendment and finds the ordinance appropriate, necessary and consistent with the General Plan of the City of Laredo and in the best interest of the public health, safety and welfare.

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

**Section 1:** Article V, Section 24-78.2(b) of the Laredo Land Development Code is be and hereby is amended as follows:

Section 24-78.2 GENERAL REQUIREMENTS

(b) CENTRAL BUSINESS DISTRICT AND ARTS AND ENTERTAINMENT DISTRICT EXEMPTIONS

Although encouraged to consider off-street parking for their customers and residents in their planning, customer and resident off-street parking is not a



requirement of the individual businesses or residential uses located within the Central Business District and the Arts and Entertainment District. However, if such off-street parking is provided, it shall be constructed in accordance with the provisions of Section 24-78.

**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 take effect and be in force from and after publication as specified in Section 2 above.

**Section 4:** Severability

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

**Section 5:** Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter was considered and approves and confirms such written notice and the contents and posting hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

---

PETE SAENZ  
MAYOR

ATTEST:



---

HEBERTO "BETO" RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

---

KRISTINA K. LAUREL-HALE  
FIRST ASSISTANT CITY ATTORNEY

Draft



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Roberto Murillo, Traffic Safety Director

---

**SUBJECT**

**Public Hearing and Introductory Ordinance** amending Chapter 19, Motor Vehicles and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances of the City of Laredo by specifically amending Section 19-362 (d) and (e), City owned parking lot rates and hours of operation, decreasing the Hamilton Parking Garage and Victoria and Juarez parking lot monthly parking rate from \$100.00 to \$75.00, and to provide for severability, publication and effective date. **(Approved by Operations Committee)**

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

On August 17, 2015, city council approved to clarify boundaries for (\$40.00) downtown employees only monthly parking rate to be located within the area bounded by Matamoros on the north, Water on the south, San Bernardo on the east and Santa Maria on the west. The monthly parking rate at the Hamilton Parking garage was also approved to increase from \$60 to \$100.00. In addition, Section 19-362 (e) was approved to establish a monthly parking rate of \$100.00 per parking space for parking lot acquired on Victoria and Juarez.

**BACKGROUND**

The City of Laredo acquired two (2) lots located at intersection of Victoria St. and Juarez Ave. for constructing additional parking within the downtown area. Parking spaces are for lease and the monthly rate is \$100.00 per parking space. The parking lot includes twenty one (21) parking spaces and currently installed canopies for each parking space, new rod iron fence and magnetic swipe system with automatic arm gates. At current rate of \$100.00 per space we only have 7 occupants. In addition, the Hamilton Parking Garage consists of twenty four (24) parking spaces and are all currently occupied with only one new occupant lease at \$100.00 and the rest at \$60.00 mostly of city and federal employees. Staff is recommending to decrease both monthly parking rates to \$75.00 per parking space.

**COMMITTEE RECOMMENDATION**

NONE



## STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

---

### Fiscal Impact

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Parking Meters  
**Account #:** 251-0000-353-2011  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Revenues to be accounted for in the Parking Meters Fund - Parking Lot Facility Fees.

---

### Attachments

Hamilton-Victoria \$75.00

---



## **ORDINANCE NO. 2016-O-**

**AMENDING CHAPTER 19, MOTOR VEHICLES AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO BY SPECIFICALLY AMENDING SECTION 19-362 (D), CITY OWNED PARKING LOT RATES AND HOURS OF OPERATION, DECREASING THE HAMILTON PARKING GARAGE MONTHLY RATE FROM \$100.00 TO \$75.00 PER SPACE FOR NEW CONTRACTS STARTING NOVEMBER 21, 2016, AND SECTION 19-362 (E) DECREASING MONTHLY PARKING RATE OF \$100.00 TO \$75.00 PER PARKING SPACE FOR PARKING LOT ON VICORIA AND JUAREZ, AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE. (AS AMENDED)**

**WHEREAS**, the Parking Enforcement Division is authorized to apply regulations governing parking operations in the City of Laredo, and

**WHEREAS**, the acquired parking lot facilities will help alleviate the need of parking spaces in the North side of the Central Business District, and

**WHEREAS**, the Transportation and Traffic Safety Advisory Committee has NOT recommended approval of the proposed Motor Vehicles and Traffic ordinance amendments; and

**WHEREAS**, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to manage parking availability in the downtown area,

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

### **SECTION 1. AMENDMENT**

Chapter 19, "Motor Vehicles and Traffic", Article VIII, Stopping, Standing or Parking, Section 19-362 of the Code of Ordinances of the City of Laredo is hereby amended as follows:

#### **Sec. 19-362 City-Owned parking lot rates and hours of operation.**

(a) Unless otherwise provided for, the hours of operations for all city owned parking lots within the central business district shall be between the hours of 8:00 a.m. and 6:00 p.m., Central Standard Time or other standard time established or proclaimed by the United States for an area including the city, except Sundays and holidays, additionally, that within the meaning of this section the term "holiday" shall include the following days only; the first day of January, the Fourth of July, the first Monday in September, the twenty-fifth day of December, and the day designated and set aside by the President of the United States as a day of Thanksgiving, and all other holidays observed by the city.



(b) The rate for passenger vehicles at the riverfront parking lot shall be one dollar and fifty cents (\$1.50) for hourly parking. The rate for long-term parking for passenger vehicles at the riverfront parking lot shall be ten dollars (\$10.00) per day. The parking rate for tractors and recreational vehicles at the riverfront parking lot shall be two dollars and fifty cents (\$2.50) per hour for hourly parking with a maximum of thirteen dollars (\$13.00) per day. Tractor-trailer combinations are prohibited in the parking lot. The parking rate for buses at the riverfront parking lot shall be six dollars (\$6.00) per hour for hourly parking with the maximum of thirty dollars (\$30.00) per day. The riverfront parking lot shall be operated twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Ten dollar fee per day will be charged for any lost parking ticket for passenger vehicles. A thirteen dollar fee per day will be charged for any lost parking ticket for tractors and recreational vehicles. A thirty dollars fee per day will be charged for any lost parking ticket for buses.

(c) The parking rates for all of the newly-acquired city owned parking lots are hereby established as follows:

(1) Two dollars (\$2.00) per hour for hourly parking and ten dollars (\$10.00) maximum daily rate, where available, for all parking lots established within the following boundaries: Water Street on the south, Matamoros Street on the north, Davis Avenue on the west and San Bernardo on the east.

(2) One dollar seventy-five cents (\$1.75) per hour for hourly parking and eight dollars (\$8.00) maximum daily rate, where available, for all parking lots established within area bounded by Matamoros Street on the south, Moctezuma Street on the north, Santa Maria Avenue on the west and San Bernardo on the east.

(3) One dollar twenty-five cents (\$1.25) per hour for hourly parking and six dollars (\$6.00) maximum daily rate, where available, for all other parking lots established within the vicinity of the central business district.

(d) Monthly parking rates for all city-owned parking lots within the boundaries of Matamoros on the north, Water in the south, San Bernardo on the east, and Sta. Maria on the west, which excludes those parking lots that are operated with the use of parking meters and that apply only for passenger-vehicle parking spaces shall be forty dollars (\$40.00) per month per parking space for parking lots, for downtown employees only, and \$60.00 for all others. **The Hamilton Parking Garage rate shall be one hundred ~~\$100.00~~ [seventy-five] dollars [\$75.00 per month per space for new contracts starting November 21, 2016].** The parking division shall have the authority to limit the amount of parking spaces that are utilized for monthly parking at any of the city-owned parking lots.



(e) The monthly rate for long-term parking passenger vehicles at the new parking lot located on Juarez Avenue at Victoria Street shall be ~~one hundred~~ **[seventy-five]** dollars (~~\$100.00~~) **[\$75.00 per month per space]**.

## **SECTION. 2 SEVERABILITY**

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances 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 persons 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 of provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity and all provisions are declared severable for that purpose.

## **SECTION. 3 PUBLICATION**

This Ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**PETE SAENZ**  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**HEBERTO RAMIREZ**  
**INTERIM CITY SECRETARY**

**APPROVED AS TO FORM:**

**RAUL CASSO**  
**CITY ATTORNEY**

\_\_\_\_\_  
**KRISTINA L. HALE**  
**ASSISTANT CITY ATTORNEY**



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Staff Source:** Roberto Murillo, P. E., P.T.O.E., Traffic Director

---

**SUBJECT**

Amending Ordinance 2015-O-060 which designated only certain sections of Crossroads Loop, between McPherson Road and Grand Central Blvd., as a "No Parking Anytime/Tow-away Zone to now include the entire North and South side of Crossroads Loop, between McPherson Road and Grand Central Blvd, and the East and West side of Rio Panuco Lane, Rio Fuerte Lane, and Rio Laja Lane, as a "No Parking Anytime/Tow-Away Zone" for Tractor Trailers only, providing for publication and effective date. **(Approved by Operations Committee)**

**PREVIOUS COUNCIL ACTION**

Ordinance 2015-O-060 was approved by city council prohibiting parking within a section of Crossroads Loop.

**BACKGROUND**

Currently, it is necessary to designate the North and South side of the 300, 400, 500, and 600 block of Crossroads Loop, between McPherson Road and Grand Central Blvd., as a "No Parking Anytime/Tow-away Zone to include the North and South sides of the Crossroads Loop between McPherson Road and Grand Central Blvd and the east and west side of Rio Panuco Lane, Rio Fuerte Lane, and Rio Laja Lane, as a "No Parking Anytime/Tow-Away Zone" for Tractor Trailers only, providing for publication and effective date.

Ordinance 2015-O-060 had previously been approved by city council prohibiting parking of all vehicles on the north side of Crossroads only. The proposed ordinance will prohibit parking for tractor trailers only on both sides of Crossroads Loop and along the side streets connecting to Crossroads Lp from Loop 20. Tractor trailers are utilizing this area at all hours of the day for parking tractor trailers for extended period of times along said streets.

**COMMITTEE RECOMMENDATION**

None

**STAFF RECOMMENDATION**

Staff recommends introduction of this ordinance



**Fiscal Year:** 2016-2017

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

None

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

---

### **Attachments**

crossroads no parking

---



## **ORDINANCE 2016 – O – XXX**

Amending Ordinance 2015-0-060 which designated only certain sections of Crossroads Loop, between McPherson Road and Grand Central Blvd., as a "No Parking Anytime/Tow-away Zone" to now include the entire North and South side of Crossroads Loop, between McPherson Road and Grand Central Blvd, and the east and west side of Rio Panuco Lane, Rio Fuerte Lane, and Rio Laja Lane, as a "No Parking Anytime/Tow-Away Zone" for Tractor Trailers only, providing for publication and effective date

**WHEREAS**, Ordinance 2015-O-060 as approved by City Council designated only the north side of the 300 and 400 Block of Crossroads Loop, between Rio Fuerte Lane and Grand Central Blvd., as a "No Parking Anytime/Tow Away" Zone, because the parked tractor trailers were creating a safety hazard for trucks exiting the driveways servicing the warehouses in the area; and,

**WHEREAS**, parking of tractor trailers at all hours of the day have now regularly been observed on both sides of the street and said streets are being used to park tractor trailers for extended hours of the day, and it is now necessary to designate the north and south side Crossroads Loop , between McPherson Rd. and Grand Central Blvd. and the east and west side of Rio Panuco Lane, Rio Fuerte Lane and Rio Laja Lane, between Crossroads Loop and Loop 20 as a "No Parking Anytime/Tow-Away Zone" for tractor trailers only, and

**WHEREAS**, the City Council finds that it is necessary to authorize the removal of vehicles in violation of illegal parking by properly establishing and identifying tow-away zones for the removal of vehicles in violation, also recognizing that increased regulation of parking constitutes a benefit to the City; and

**WHEREAS**, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to maintain and regulate the use of streets and street parking in this area and other streets throughout the city,

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

### **SECTION 1. AMENDMENT**

That Chapter 19, Article VIII, Section 19-364, is hereby amended to read as follows:

**Sec. 19-364. Restricted parking areas.**



The removal of vehicles for parking violations on certain streets and parking metered areas for the following times are hereby established.

(1)

Parking of vehicles is prohibited Monday through Saturday between the hours of 6:00 p.m. and 8:00 a.m. and all day Sunday in parking metered spaces located on the following streets:

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

Parking of vehicles is prohibited at all times in the following streets located in the downtown business district:

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

The 600 block of Iturbide Street, Hidalgo Street, Matamoros Street, Houston Street, and Washington Street;

The 600 block of Farragut Street and of the north side of Victoria Street;

The 800 block of Iturbide, Hidalgo, Farragut, Matamoros, and Victoria;

The south side of the 800 block of Houston;

The north side of the 800 block of Lincoln Street and Washington Street;

The 300 block of San Bernardo Street;

The north side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and the old U.S. Customs import lot on the east;

The south side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and Santa Maria Avenue on the east;



The east and west side of Main Street between Pedregal [Road] (River Road) on the south and Water Street on the north;

The north and south side of Ventura Street between Santa Maria Avenue on the east and Santa Cleotilde Avenue on the west;

The east and west side of Santa Maria Avenue between Pedregal [Road] (River Road) on the south and Water Street on the north;

(3)

Parking of vehicles is prohibited at all times:

Along U.S. 83 (Zapata Highway) between Zacatecas Street and the southern city limits of Laredo;

On the east and west sides of the 4900, 5000, 5100 and 5200 blocks of Tesoro Plaza, located north of West Calton Road;

(4)

No parking any time; tow-away zone.

North of Loop 20 on the east side of the 11000 block of McPherson Road between Nafta Street and Grand Central Boulevard;

East and west sides of Livingston Drive, between North Star Drive and Shiloh Drive and between Shiloh Drive and 300 feet north of Shiloh Drive.

Spring Road 400 feet north of Shiloh Drive.

North and south sides of Sonterra Drive between McPherson Road and Serene Drive.

North and south side of Village Boulevard between Springfield Avenue and 800 feet east of Village Boulevard.

East and west sides of Martingale between Village Boulevard and 300 feet south of Village Boulevard.

(5)

Bus only/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.



East side of the 700 block of Juarez Avenue and the north side of the 1300 block of Farragut Street.

(6)

Taxicab stand/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

South side of the 1300 block of Matamoros Street.

(7)

No parking anytime/tow-away zone on the east and west sides of East Country Drive, between Del Mar Boulevard and Gracie Lane from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days.

(8)

The East side of Cypress Drive, between Los Ebanos Drive and Alta Vista Drive is hereby designated as no parking tow away zone every day during the hours of 6:00 p.m. in the evening and continuing until 6:00 a.m. the following morning; and

(9)

No Parking Anytime/Tow-away zone on the East side of N Texas Ave., between US 59 and E. Travis St.; and on the North side of E. Travis St., between N. Texas Ave. and N. Milmo Ave

(10)

No Parking Anytime/Tow-away zone on the North and the South side of 8000 Block to 8600 Block of Milo Rd.

(11)

No Parking Anytime/Tow away zone on the East side and West side of Larga Vista Drive, between SH 359 and approximately 200 feet North of SH359.

(12)

No Parking Anytime/Tow-away zone all times, except between the hours of 8 am to 5 pm, Monday thru Friday, on the North side of the 600 Block of Amistad Drive and including the entire cu-de-Sac at the west end of this section of street located west of McPherson Road.

(13)

No Parking Anytime/Tow away zone on the north side of State Highway 359, between Willow Oaks Street and Larga Vista Drive.

14)

No Parking Anytime/Tow-away zone, on the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue.



15) No Parking Anytime/Tow-away zone, on the North and South side of San Lorenzo Drive, between FM1472 and approximately 500 feet East of FM 1472.

16)

No Parking Anytime/Tow-away zone, for tractor trailers only, for the entire on the North side of the 300 and 400 block and South side of Crossroads Street Loop, between Rio Fuerte Lane and Grand Central Blvd. McPherson Road and Grand Central Blvd, and the entire east and west side of Rio Panuco Lane, Rio Fuerte Lane, and Rio Laja Lane, between Crossroads Loop and Loop 20.

## **SECTION 2:**

The installation and erection of appropriate signs is hereby authorized; and

## **SECTION 3:**

The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

## **SECTION 4:**

This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**PETE SAENZ, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**GUSTAVO GUEVARA, JR.**  
**CITY SECRETARY**



**APPROVED AS TO FORM:**  
**RAUL CASSO**  
**CITY ATTORNEY**

**BY:** \_\_\_\_\_  
**KRISTINA L. HALE**  
**ASST. CITY ATTORNEY**



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Staff Source:** Roberto Murillo, P.E., P.T.O.E., Traffic Director

---

**SUBJECT**

Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo, specifically adding Sub-Section 19-364 (19) which establishes the East and West side of the 100, 200, and 300 Block of San Enrique Avenue, between Iturbide Street and Water Street, as a "No Parking Anytime/Tow Away" Zone; providing severability, effective date and publication.  
**(Approved by Operations Committee)**

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Currently, it is necessary to designate the East and West side of the 100, 200, and 300 blocks of San Enrique Avenue, between Iturbide Street and Water Street, as a "No Parking Anytime/Tow Away" Zone to provide an egress route, via Water Street Extension under International Bridge I and II for the proposed Outlet Shoppes mall scheduled to open in March 2017,

In order to provide parking for homes along this section of San Enrique Ave. affected by the proposed "No Parking Anytime" designation, two (2) separate properties were acquired by the City of Laredo , one at the intersection of San Enrique Ave. and Zaragoza St. and another one at the intersection of San Enrique Ave. and Grant Ave., and parking lots have been constructed for this purpose. The parking lots will include improved lighting and additional street lights will be installed along San Enrique Ave. to improve illumination along this section of San Enrique Ave.

The Parking Division will be issuing parking permits to residences fronting the section of San Enrique that will be affected by the " No Parking" designation that will allow them to park in these new parking lots. Only vehicles displaying the issued Parking Permit will be allowed to park in these lots and others will be subject to towing. Proper signs will be installed within parking lot to inform of this designation.

The designation of this section of streets as a "No Parking Anytime/Tow Away" Zone is recommended to prohibit any parking along the East and West side of the 100, 200, and 300 blocks of San Enrique Avenue, between Iturbide Street and Water Street , to authorize the Police Department to cite or tow-away vehicles that disregard this designation.



The City of Laredo Traffic Safety Division will be responsible for the installation and maintenance of all signs that need to be installed to designate this section of roadway as such.

**COMMITTEE RECOMMENDATION**

NONE

**STAFF RECOMMENDATION**

Staff recommends introduction of this ordinance.

---

**Fiscal Impact**

**Fiscal Year:** 2016-2017

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

---

**Attachments**

san enrique no parking

---



## **ORDINANCE 2016- O - XXX**

**AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE CODE OF ORDINANCES, CITY OF LAREDO, SPECIFICALLY ADDING SUBSECTION 19-364 (19), WHICH ESTABLISHES THE EAST AND WEST SIDE OF THE 100, 200, AND 300 BLOCK OF SAN ENRIQUE AVENUE, BETWEEN ITURBIDE STREET AND WATER STREET, AS A “NO PARKING ANYTIME/TOW AWAY ZONE”, PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION**

**WHEREAS**, it is necessary to prohibit parking on the east and west side of the 100, 200 and 300 block of San Enrique Avenue to provide an optional egress route, via Water Street Extension under Bridge I and II , for traffic generated by proposed Outlet Shoppes mall which is scheduled for opening March 2017, and

**WHEREAS**, the City of Laredo acquired two (2) lots and constructed parking lots to accommodate parking activity for residences fronting the proposed section of San Enrique Ave. where parking is being prohibited, and

**WHEREAS**, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to maintain and regulate the use of streets and street parking in this area and other streets throughout the city; and

**WHEREAS**, the City Council finds that it is necessary to authorize the removal of vehicles in violation of illegal parking by properly establishing and identifying tow-away zones for the removal of vehicles in violation, also recognizing that increased regulation of parking constitutes a benefit to the City,

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

### **SECTION 1. AMENDMENT**

That Chapter 19, Article VIII, Section 19-364, is hereby amended to read as follows:

#### **Sec. 19-364. Restricted parking areas.**

The removal of vehicles for parking violations on certain streets and parking metered areas for the following times are hereby established.



(1)

Parking of vehicles is prohibited Monday through Saturday between the hours of 6:00 p.m. and 8:00 a.m. and all day Sunday in parking metered spaces located on the following streets:

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

Parking of vehicles is prohibited at all times in the following streets located in the downtown business district:

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

The 600 block of Iturbide Street, Hidalgo Street, Matamoros Street, Houston Street, and Washington Street;

The 600 block of Farragut Street and of the north side of Victoria Street;

The 800 block of Iturbide, Hidalgo, Farragut, Matamoros, and Victoria;

The south side of the 800 block of Houston;

The north side of the 800 block of Lincoln Street and Washington Street;

The 300 block of San Bernardo Street;

The north side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and the old U.S. Customs import lot on the east;

The south side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and Santa Maria Avenue on the east;

The east and west side of Main Street between Pedregal [Road] (River Road) on the south and Water Street on the north;



The north and south side of Ventura Street between Santa Maria Avenue on the east and Santa Cleotilde Avenue on the west;

The east and west side of Santa Maria Avenue between Pedregal [Road] (River Road) on the south and Water Street on the north;

(3)

Parking of vehicles is prohibited at all times:

Along U.S. 83 (Zapata Highway) between Zacatecas Street and the southern city limits of Laredo;

On the east and west sides of the 4900, 5000, 5100 and 5200 blocks of Tesoro Plaza, located north of West Calton Road;

(4)

No parking any time; tow-away zone.

North of Loop 20 on the east side of the 11000 block of McPherson Road between Nafta Street and Grand Central Boulevard;

East and west sides of Livingston Drive, between North Star Drive and Shiloh Drive and between Shiloh Drive and 300 feet north of Shiloh Drive.

Spring Road 400 feet north of Shiloh Drive.

North and south sides of Sonterra Drive between McPherson Road and Serene Drive.

North and south side of Village Boulevard between Springfield Avenue and 800 feet east of Village Boulevard.

East and west sides of Martingale between Village Boulevard and 300 feet south of Village Boulevard.

(5)

Bus only/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

East side of the 700 block of Juarez Avenue and the north side of the 1300 block of Farragut Street.

(6)



Taxicab stand/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

South side of the 1300 block of Matamoros Street.

(7)

No parking anytime/tow-away zone on the east and west sides of East Country Drive, between Del Mar Boulevard and Gracie Lane from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days.

(8)

The East side of Cypress Drive, between Los Ebanos Drive and Alta Vista Drive is hereby designated as no parking tow away zone every day during the hours of 6:00 p.m. in the evening and continuing until 6:00 a.m. the following morning; and

(9)

No Parking Anytime/Tow-away zone on the East side of N Texas Ave., between US 59 and E. Travis St.; and on the North side of E. Travis St., between N. Texas Ave. and N. Milmo Ave

(10)

No Parking Anytime/Tow-away zone on the North and the South side of 8000 Block to 8600 Block of Milo Rd.

(11)

No Parking Anytime/Tow away zone on the East side and West side of Larga Vista Drive, between SH 359 and approximately 200 feet North of SH359.

(12)

No Parking Anytime/Tow-away zone all times, except between the hours of 8 am to 5 pm, Monday thru Friday, on the North side of the 600 Block of Amistad Drive and including the entire cu-de-Sac at the west end of this section of street located west of McPherson Road.

(13)

No Parking Anytime/Tow away zone on the north side of State Highway 359, between Willow Oaks Street and Larga Vista Drive.

14)

No Parking Anytime/Tow-away zone, on the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue.

15)

No Parking Anytime/Tow-away zone, on the North and South side of San Lorenzo Drive, between FM1472 and approximately 500 feet East of FM 1472.



16)

No Parking Anytime/Tow-away zone, on the North side of the 300 and 400 block of Crossroads Street, between Rio Fuerte Lane and Grand Central Blvd.

17)

No Parking Anytime/Tow-away zone, on the South side of the 2100 block of Ash Street, between Buena Vista Avenue and Bartlett Avenue.

18)

No Parking Anytime/Tow-away zone, on the East and West side of Northcrest Drive, between Shiloh Drive and Northstar Drive.

19)

No Parking Anytime/Tow-away zone, on the east and west side of the 100, 200 and 300 block of San Enrique Ave ,between Iturbide Street and Water Street.

## **SECTION 2:**

The installation and erection of appropriate signs is hereby authorized; and

## **SECTION 3:**

The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

## **SECTION 4:**

This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication



**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**PETE SAENZ, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**HEBERTO L. RAMIREZ,  
ACTING CITY SECRETARY**

**APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY**

**BY: \_\_\_\_\_  
KRISTINA L. HALE  
ASST. CITY ATTORNEY**



## Final Reading of Ordinances 7.

### City Council-Regular

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Laredo Four Winds LTD, Robert D. Hachar Owner/Applicant

**Staff Source:** Nathan R. Bratton

---

### SUBJECT

**2016-O-164** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately .08 acres, as further described by metes and bounds in attached Exhibit "A", located at north of Aguanieve Dr., and West of Cuatro Vientos Rd., from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District); providing for publication and effective date.

ZC-78-2016

District I

### PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Rudy Gonzalez, Jr. at the regular Council meeting of October 17, 2016.

### BACKGROUND

**Council District:** I – The Honorable Rudy Gonzalez, Jr.

**Proposed use:** Billboard # 1

**Site:** The site is currently raw undeveloped land.

**Surrounding land uses:** North, east and west of the property is vacant undeveloped land. South of the property are Valero/Stripes Convenience Store and more undeveloped vacant land.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as a Light Commercial.

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Cuatro Vientos Rd., as an Expressway. The Plan does not identify Aguanieve Drive.

**Letters sent to surrounding property owners:** 3

In Favor: 0



Opposed: 0

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 8 to 0 vote, recommended approval of the zone change.

## **STAFF RECOMMENDATION**

Staff supports the proposed zone change.

## **STAFF COMMENTS**

The proposed zone change is appropriate at this location for the following reasons:

1. The property complies with the B-4 zoning location, (by an Expressway) and complies with the required Lot size for the proposed Billboard use. Lot size is 3,484.80 SF, and fronts Cuatro Vientos Rd.

2. Although, the proposed B-4 District is not in conformance with the Comprehensive Plan's designation of this area as Light Commercial, the proposed use will not impact the uses in the area, since there is undeveloped land.

## **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?**

No. The existing uses along this portion of Cuatro Vientos Rd., are a mix of Light Commercial, residential and Institutional.

### **Would this change create an isolated zoning district unrelated to surrounding districts?**

Yes. There is no B-4 zoning district in the area.

### **Will change adversely influence living conditions in the neighborhood?**

No. The proposed use won't impact negatively the existing conditions in the area, and fronting the Expressway, can hold the heavy traffic for a future commercial corridor.

### **Are there substantial reasons why the property cannot be used in accordance with existing zoning?**



Yes. The existing R-1A (Single Family Reduced Area District) does not allow for Billboard use.

---

---

### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

---

---

### **Attachments**

Ordinance 2016-O-164

Exhibit A

Color Maps

Color Pictures

---

---



**ORDINANCE NO. 2016-O-164**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY .08 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT NORTH OF AGUANIEVE DRIVE, AND WEST OF CUATRO VIENTOS ROAD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of .08 acres as further described by Metes and Bounds in Exhibit A, located at North of Aguanieve Drive, and West of Cuatro Vientos Road, from R-1A (Single Family Reduced Area 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 September 15, 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 October 17, 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; 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 rezoning, .08 acres as further described by Metes and Bounds in Exhibit A, located at North



of Aguanieve Drive, and West of Cuatro Vientos Road, from R-1A (Single Family Reduced Area 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

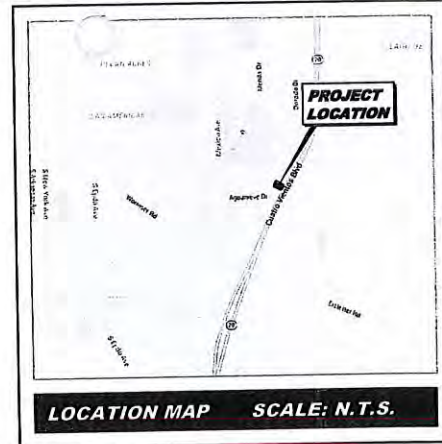
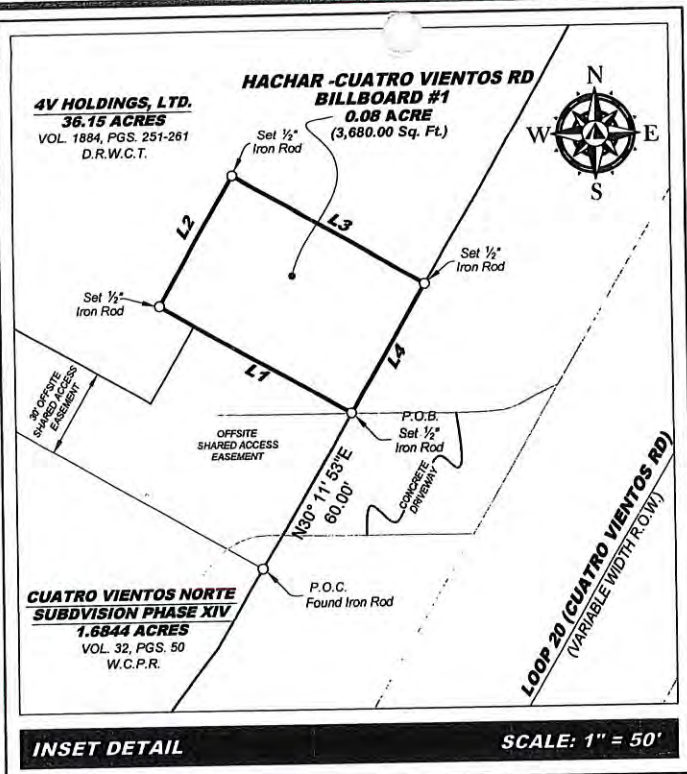
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY





Line Table		
Line #	Direction	Length
L1	N59° 48' 07"W	73.60'
L2	N30° 11' 53"E	50.00'
L3	S59° 48' 07"E	73.60'
L4	S30° 11' 53"W	50.00'

# LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 3,680.00 SQUARE FEET OR 0.08 ACRES OF LAND, MORE OR LESS, OUT OF A 36.15 ACRE TRACT, CONVEYED TO 4V HOLDINGS, LTD. RECORDED IN VOLUME 1884, PAGES 251 -261, WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS, SITUATED IN PORCION 34, JOSE ANTONIO DIAZ, ORIGINAL GRANTEE, ABSTRACT 762, WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT A FOUND IRON ROD THE EAST CORNER OF 1.6844 ACRE LOT 1, BLOCK 1, CUATRO VIENTOS NORTE SUBDIVISION PHASE XIV, RECORDED IN VOLUME 32, PAGES 50, WEBB COUNTY PLAT RECORDS, ALSO BEING THE SOUTH CORNER OF OFFSITE SHARED ACCESS EASEMENT MARGIN OF LOOP 20 (CUATRO VIENTOS RD), A VARIABLE-WIDTH RIGHT-OF-WAY, HEREOF THENCE WITH THE WEST RIGHT-OF-WAY MARGIN OF SAID LOOP 20 (CUATRO VIENTOS RD) N 30°11'53" E, A DISTANCE OF 60.00' TO A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET THE SOUTH CORNER HERE OF AND TRUE POINT OF BEGINNING AT GRID COORDINATES:  
X = 677240.89, Y = 17061701.61

THENCE N59° 48' 07"W, WITH THE NORTHEAST LINE OF SAID OFFSITE SHARED ACCESS EASEMENT AT 73.60 FEET, A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET, THE WEST CORNER HEREOF;

THENCE OVER ACROSS AND UPON SAID 35.15 ACRES THE FOLLOWING CALLS:

THENCE N30° 11' 53"E, AT 50.00 FEET, A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET ON THE NORTH CORNER HEREOF;

THENCE S59° 48' 07"E, AT 73.60 FEET, A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET ON THE WEST RIGHT OF WAY MARGINS OF SAID LOOP 20 FOR THE EAST CORNER HEREOF;

THENCE WITH THE WEST RIGHT OF WAY MARGINS OF SAID LOOP 20, S30° 11' 53"W, AT 50.00 FEET, TO THE POINT OF BEGINNING AND CONTAINING 3,680.00 SQUARE FEET OR 0.08 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



# 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*  
EDUARDO J. GUTIERREZ, R.P.L.S. No. 5839  
ENGINEERING REGISTRATION No. F-8019

8-3-16  
DATE  
SURVEY REGISTRATION No. 100097-00

# EXHIBIT OF

# HACHAR - CUATRO VIENTOS BILLBOARD #1

BEING A TRACT OF LAND CONTAINING 3,680.00 SQUARE FEET OR 0.08 ACRES OF LAND, MORE OR LESS, OUT OF A 36.15 ACRE TRACT, CONVEYED TO 4V HOLDINGS, LTD. RECORDED IN VOLUME 1884, PAGES 251 -261, WEBB COUNTY DEED RECORDS, WEBB COUNTY, TEXAS, SITUATED IN PORCION 34, JOSE ANTONIO DIAZ, ORIGINAL GRANTEE, ABSTRACT 762, WEBB COUNTY, TEXAS



1302 CALLE DEL NORTE, SUITE 2  
LAREDO, TEXAS 78041  
PH: (956) 717-1199 FAX: (956) 717-1196

www.premier-ce.com

LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING





EXHIBIT OF

### LOCATION MAP OF

**HACHAR - CUATRO VIENTOS BILLBOARD #1**  
**HACHAR - CUATRO VIENTOS BILLBOARD #2**

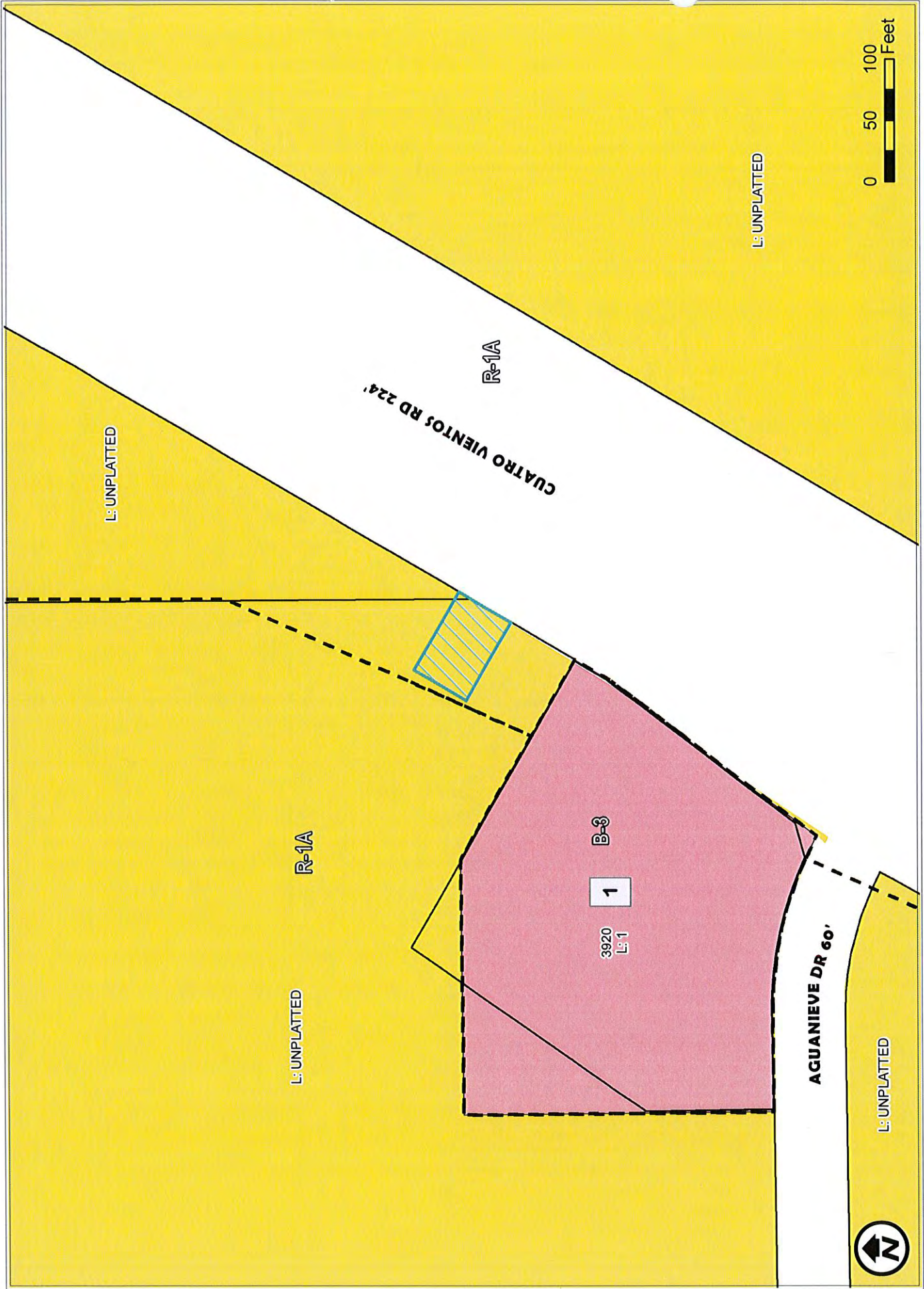


**PREMIER**  
ENGINEERING SURVEYING

1302 CALLE DEL NORTE, SUITE 2  
LAREDO, TEXAS 78041  
PH: (956) 717-1199 FAX: (956) 717-1196

www.premier-ce.com  
LAND DEVELOPMENT ♦ PLANNING ♦ WATER ♦ WASTEWATER ♦ TRANSPORTATION ♦ SURVEYING





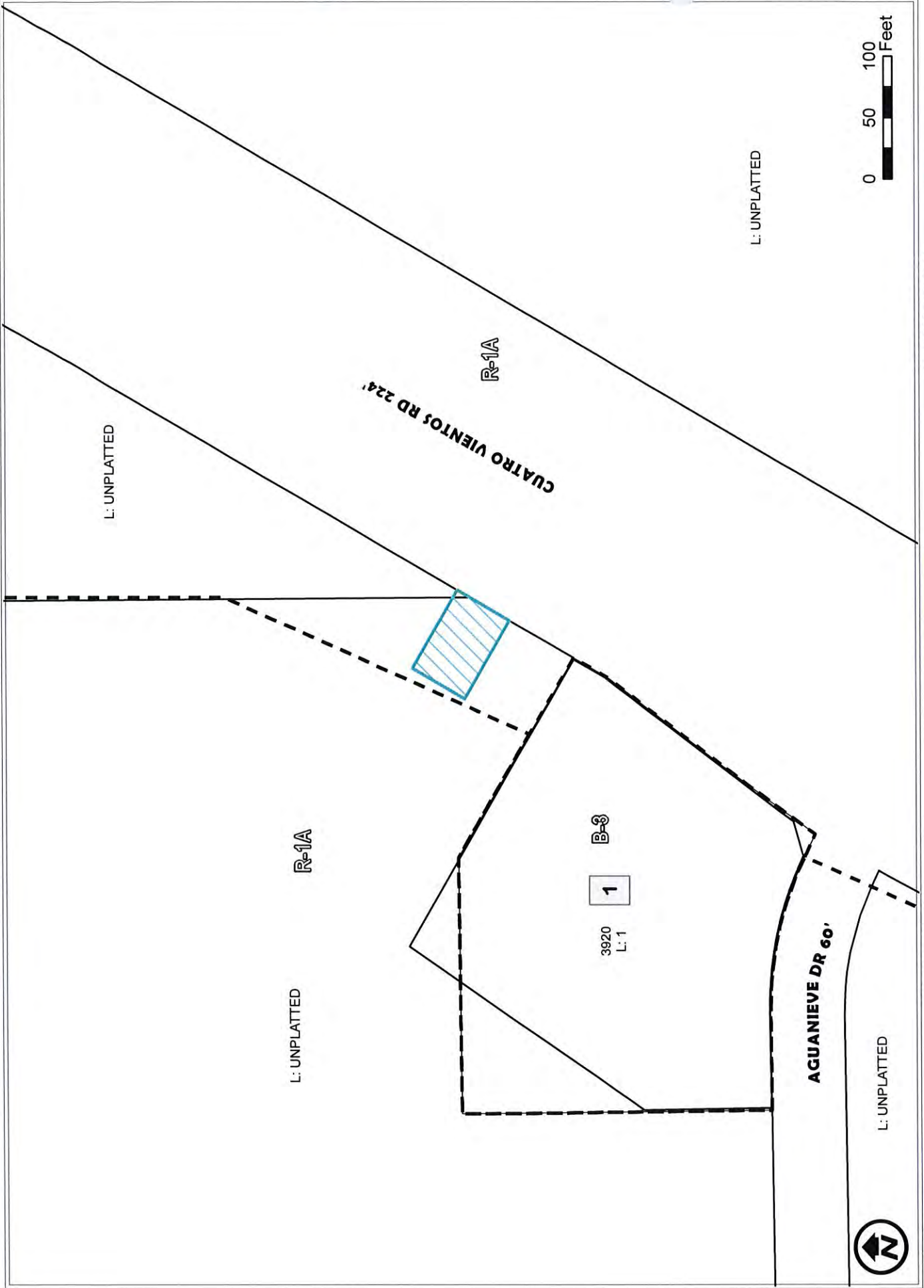
**ZONING MAP**  
1 inch = 100 feet  
Date: 8/25/2016

**REZONE FROM**  
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

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

**PROJECT INFORMATION**  
ZC-78-2016  
COUNCIL DISTRICT 1  
N OF AGUANIEVE & W OF CUATRO VIENTOS RD





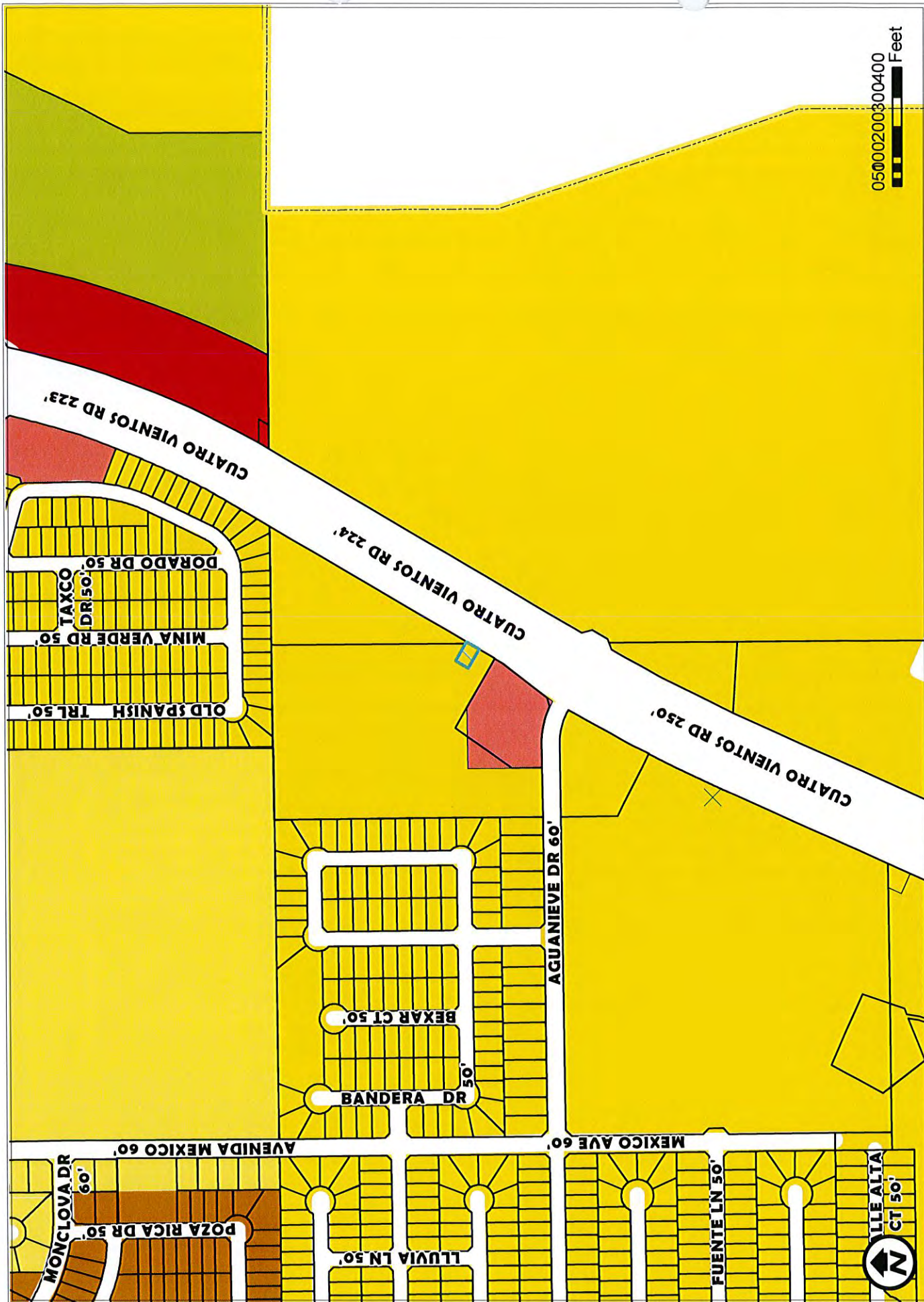
**ZONING MAP**  
 1 inch = 100 feet  
 Date: 8/25/2016

**ZC-78-2016**  
**COUNCIL DISTRICT 1**  
**N OF AGUANIEVE & W OF CUATRO VIENTOS RD**

**REZONE FROM**  
**R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)**  
**-> B4 (HIGHWAY COMMERCIAL DISTRICT)**

**LEGEND:**  
 [Red outline] S.U.P. (SPECIAL USE PERMITS)  
 [Blue outline] C.U.P. (CONDITIONAL USE PERMITS)  
 [Black outline] S.U.P. & C.U.P.





05000200300400  
Feet

REZONE FROM  
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZONING OVERVIEW  
1 inch = 417 feet  
Date: 8/25/2016  
ZC-78-2016  
COUNCIL DISTRICT 1  
N OF AGUANIEVE & W OF CUATRO VIENTOS RD



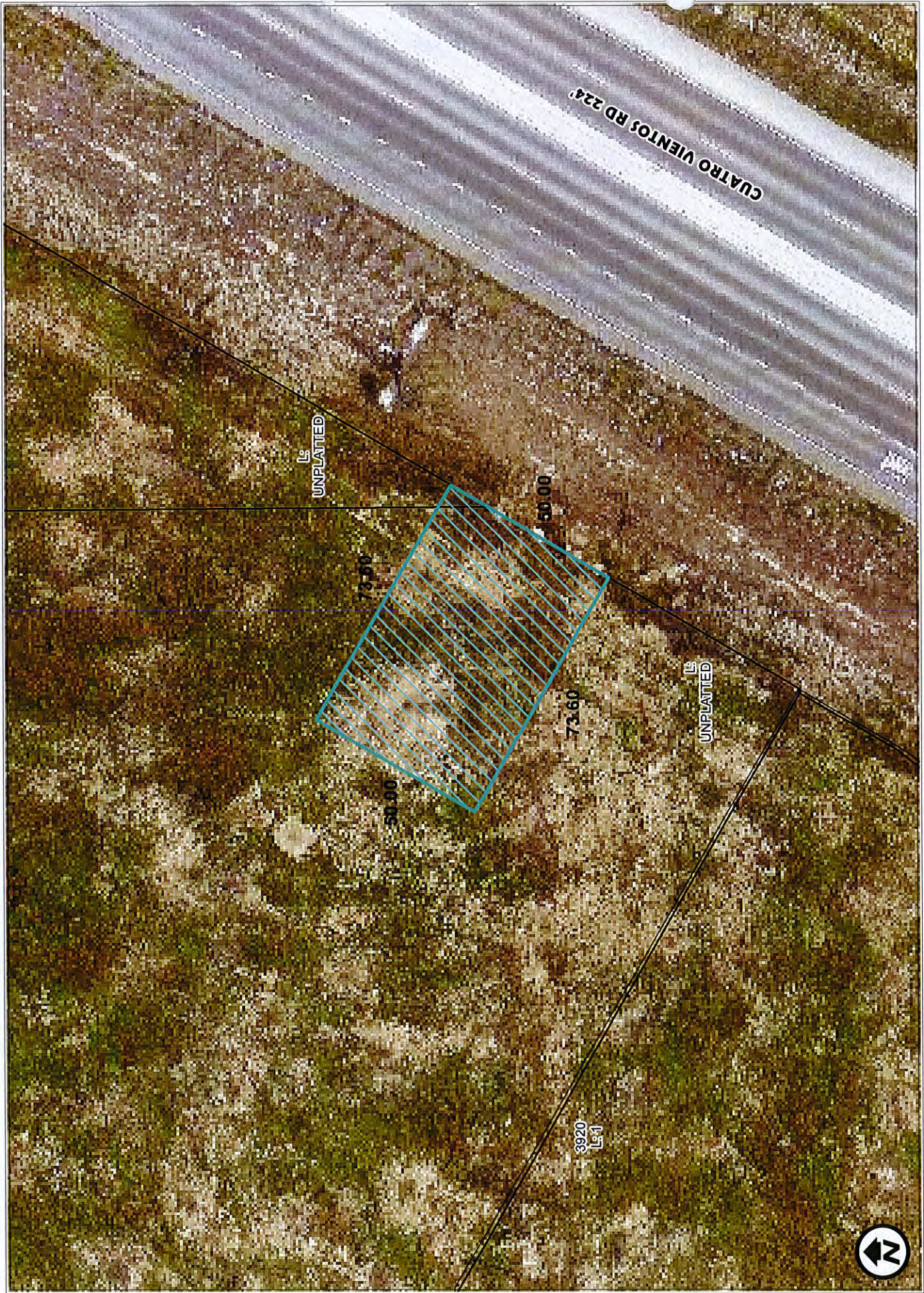


REZONE FROM  
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-78-2016  
COUNCIL DISTRICT 1  
N OF AGUANIEVE & W OF CUATRO VIENTOS RD

AERIAL MAP  
1 inch = 100 feet  
Date: 8/25/2016

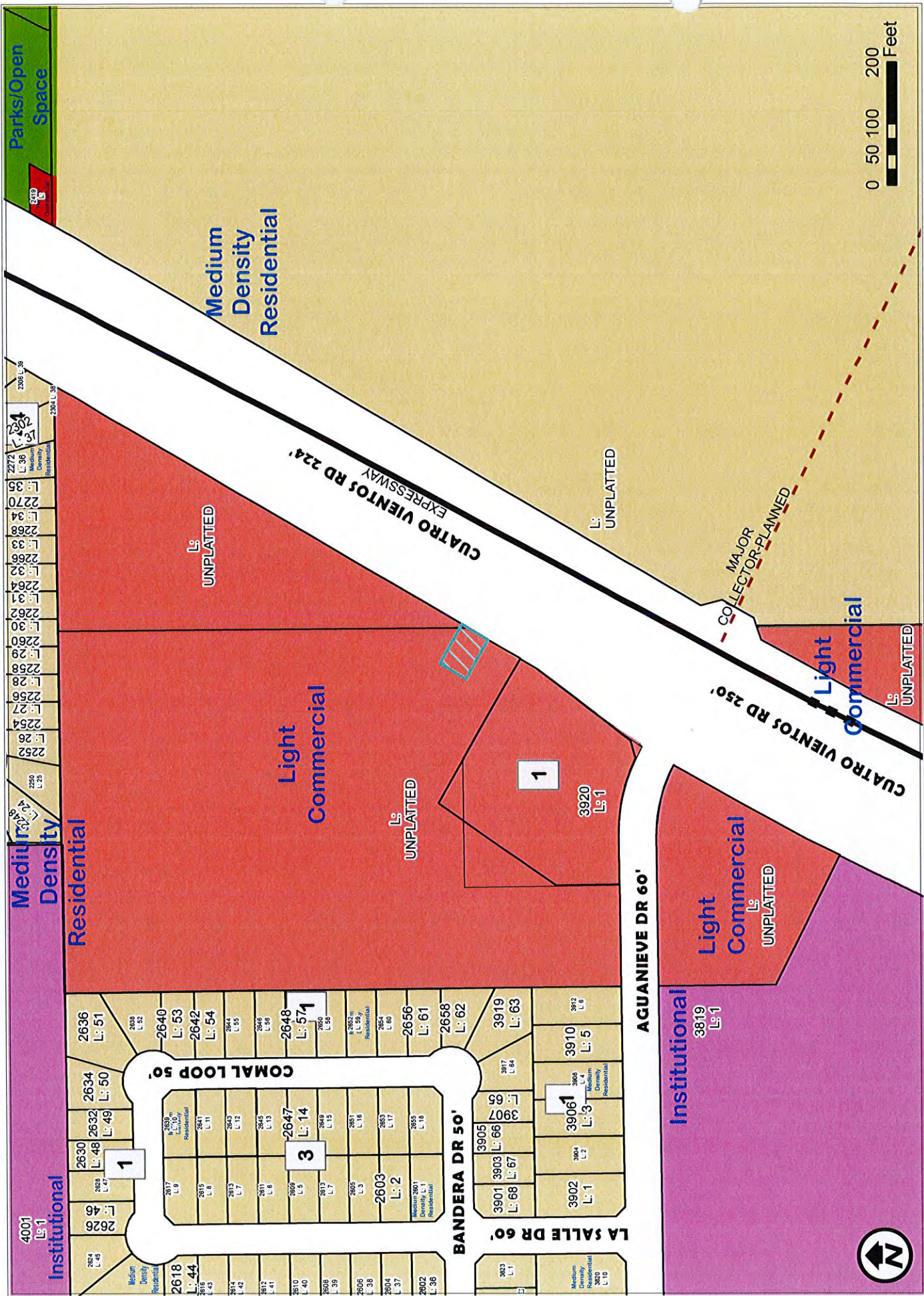




REZONE FROM  
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

AERIAL MAP  
1 inch = 33 feet  
Date: 8/25/2016  
ZC-78-2016  
COUNCIL DISTRICT 1  
N OF AGUANIEVE & W OF CUATRO VIENTOS RD



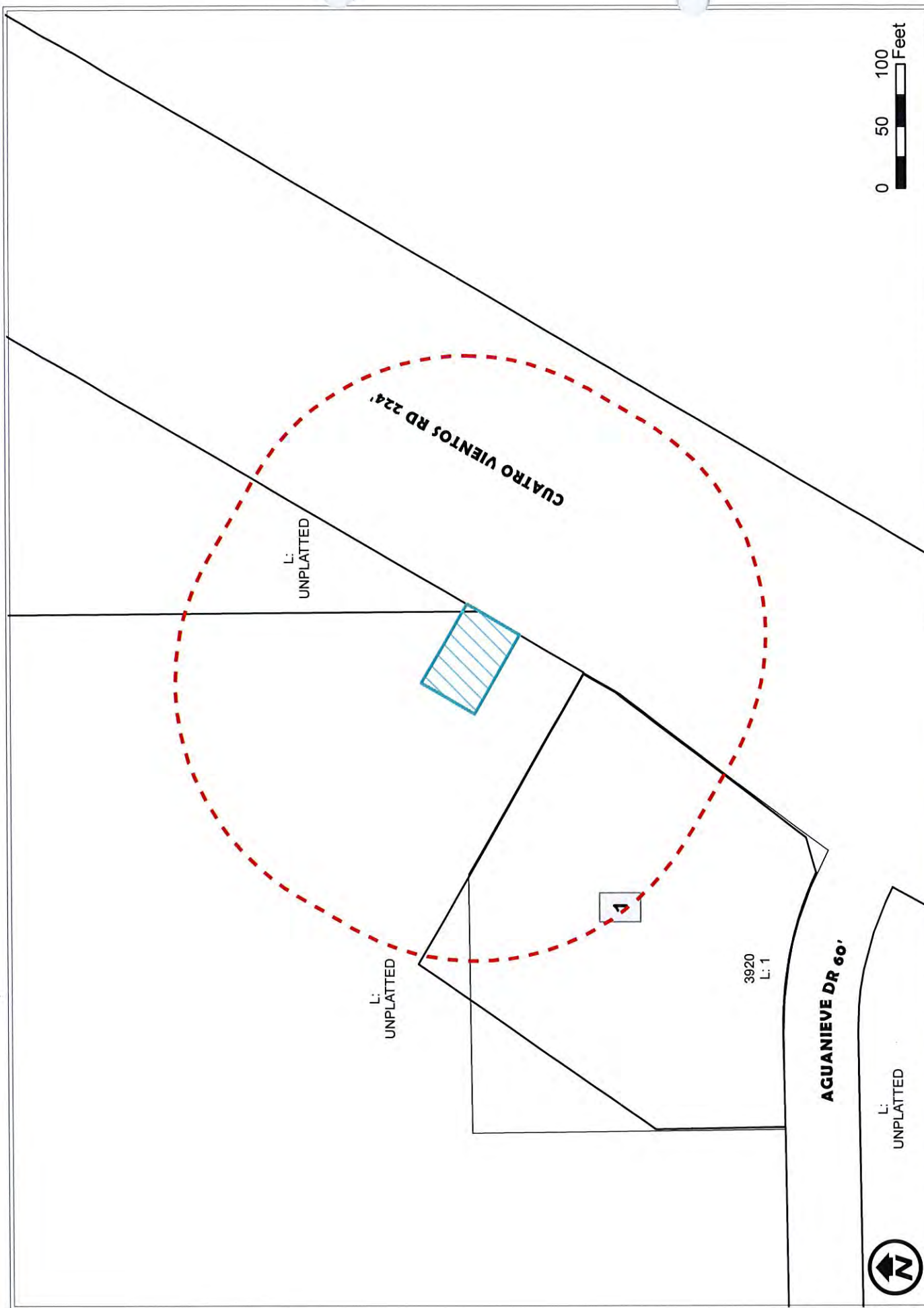


FUTURE LANDUSE MAP ZC-78-2016 REZONE FROM  
 1 inch = 200 feet COUNCIL DISTRICT 1 R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
 Date: 8/25/2016 N OF AGUANIEVE & W OF CUATRO VIENTOS RD -> B4 (HIGHWAY COMMERCIAL DISTRICT)









L:  
UNPLATTED

**AGUANIEVE DR 60'**

3920  
L: 1

L:  
UNPLATTED

L:  
UNPLATTED

**CUATRO VIENTOS RD 224'**

REZONE FROM  
R1-A (SINGLE FAMILY REDUCED AREA DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

200' NOTIFICATION  
1 inch = 100 feet  
Date: 8/25/2016  
ZC-78-2016  
COUNCIL DISTRICT 1  
N OF AGUANIEVE & W OF CUATRO VIENTOS RD



North of Aguanieve Drive and West of Cuatro Vientos Rd.  
R-1A to B4 (Billboard # 1)  
ZC-78-2016





North of Aguanieve Drive and West of Cuatro Vientos Rd.  
R-1A to B4 (Billboard # 1)  
ZC-78-2016

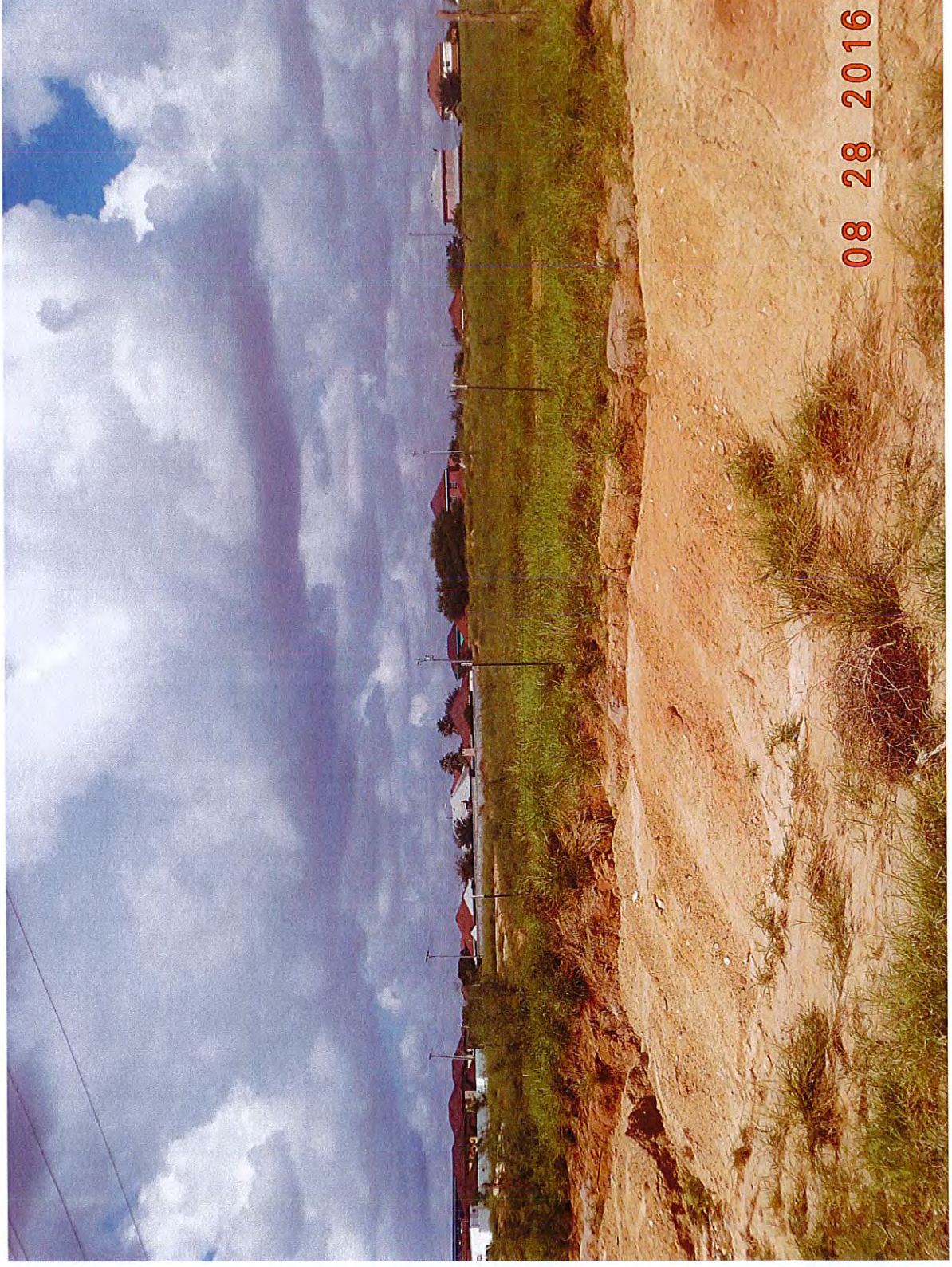




North of Aguanieve Drive and West of Cuatro Vientos Rd.

R-1A to B4 (Billboard # 1)

ZC-78-2016





North of Aguanieve Drive and West of Cuatro Vientos Rd.  
R-1A to B4 (Billboard # 1)  
ZC-78-2016





North of Aguanieve Drive and West of Cuatro Vientos Rd.  
R-1A to B4 (Billboard # 1)  
ZC-78-2016





North of Aguanieve Drive and West of Cuatro Vientos Rd.  
R-1A to B4 (Billboard # 1)  
ZC-78-2016





**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Olga Lidia Gonzalez, Owner/Applicant

**Staff Source:** Nathan R. Bratton

---

**SUBJECT**

**2016-O-165** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2C, Block 1, Jacaman Ranch, Unit 1, located at 1619 Jacaman Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date; providing for publication and effective date.  
ZC-80-2016

District V

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Roque Vela, Jr. at the regular Council meeting of October 17, 2016.

**BACKGROUND**

**Council District:** V – The Honorable Roque Vela, Jr.

**Proposed use:** Amusement Redemption Machine Establishment (Maquinitas)

**Site:** Commercial Building under Construction

**Surrounding land uses:** North of the property across Jacaman Rd., are single family residences (Condominiums), North Village Apartments and Guerra Communications Commercial Plaza. East of the property, across Saldana Ave., are Reinhardt Plaza, (commercial with 16 suites), Rock (Gym.) and Rock Women, and vacant land next to the commercial plaza. Abutting the property to the south is vacant land and to the west is Promega. West of the property are Piña Landscaping & Irrigation and ASG Security.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Jacaman Road as a Major Collector. The Plan does not identify Saldaña Ave. (east of the property).

**Letters sent to surrounding property owners:** 30



In Favor: 1  
Opposed: 3

## **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 8 to 0 vote, recommended denial of the zone change.

## **STAFF RECOMMENDATION**

Staff **does not support** the proposed zone change.

## **STAFF COMMENTS**

The proposed zone change is not appropriate at this location. The B-3 zoning is well established, and introducing a B-4 district will negatively affect the area.

Staff does not support the proposed zone change for the following reasons:

1. The proposed zone change may introduce more intense uses than those currently existing in the surrounding, well established light commercial area. Uses allowed in a B-4 district are more intense and possible less desirable and include such uses as bar, nightclub, cantina, saloon, amusement redemption machine establishment, amusement services (outdoor), petroleum sales (wholesale), alcoholic beverage storage and distribution, scrap/waste recycle collection, automobile sales-wholesale, auto body repair, recreational vehicle parking lot, auto paint shop, auto muffler shop, major appliances sales (outdoor), mobile home dealer/sales only, truck/heavy equipment driving school, etc.
2. The proposed zone change is not appropriate at this location, because it is not compatible with the Comprehensive Plan's designation as Light Commercial.
3. The proposed district is not compatible with the existing zoning in the area along the north and south section of Jacaman Road.
4. The property does not meet the B-4 location along a Major Arterial of a Freeway. Main access to the property is through a Major Collector, and it is within 200' from an R-2 (Multi-Family Residential District) Zoning District.

## **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 property is located south of Jacaman Road which is entirely a light commercial. North of the property across Jacaman Rd. is an R-2 zoning district with multifamily use.



**Would this change create an isolated zoning district unrelated to surrounding districts?**

No, there are existing B-4 districts northeast, across Jacaman Rd., east along Jacaman Rd., and west of the property along Jacaman Road, across N Bartlett Ave., however the predominant uses around the property are light commercial uses and some of them abut a residential district.

**Will change adversely influence living conditions in the neighborhood?**

Yes, the area is already a commercial corridor with heavy traffic that could increase noise and traffic in the neighborhood.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**

No. The existing B-3 (Community Business District) allows for commercial uses.

---

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

---

---

**Attachments**

Ordinance 2016-O-165

Color Maps

Color Pictures

---

---



## **ORDINANCE NO. 2016-O-165**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 2C, BLOCK 1, JACAMAN RANCH SUBDIVISION UNIT 1, LOCATED AT 1619 JACAMAN ROAD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 2C, Block 1, Jacaman Ranch Subdivision Unit 1, located at 1619 Jacaman Road, from B-3 (Community Business 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 September 15, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended denial 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 October 17, 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; 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 rezoning, Lot 2C, Block 1, Jacaman Ranch Subdivision Unit 1, located at 1619 Jacaman Road, from B-3 (Community Business 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

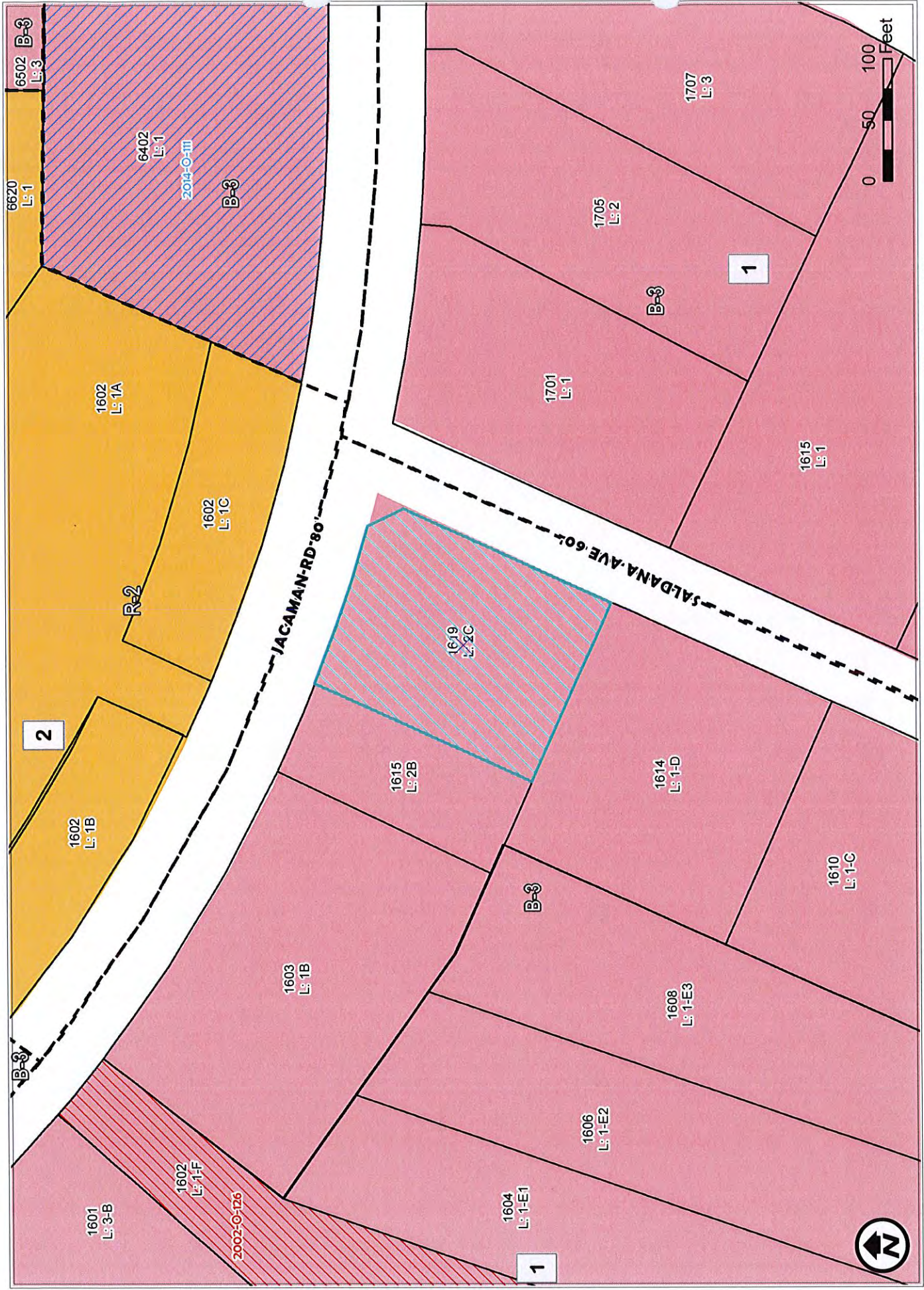
ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY





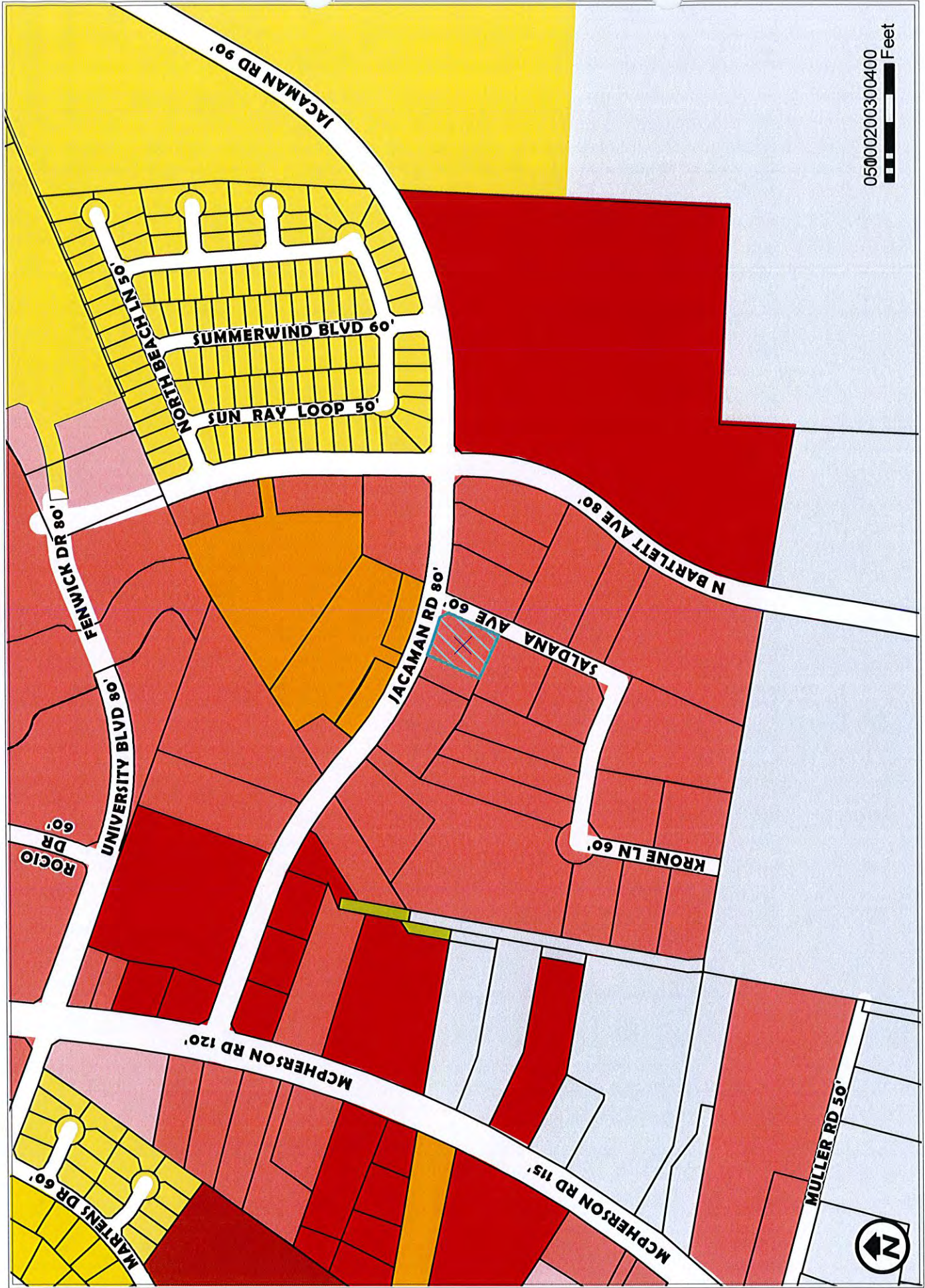
**ZONING MAP**  
 1 inch = 100 feet  
 Date: 8/25/2016

**ZC-80-2016**  
**COUNCIL DISTRICT 5**  
**1619 JACAMAN RD**

**REZONE FROM**  
**B3 (COMMUNITY BUSINESS DISTRICT)**  
**-> B4 (HIGHWAY COMMERCIAL DISTRICT)**

**B-3** (SPECIAL USE PERMITS)  
**B-3** (CONDITIONAL USE PERMITS)  
**B-3** (S.U.P. & C.U.P.)





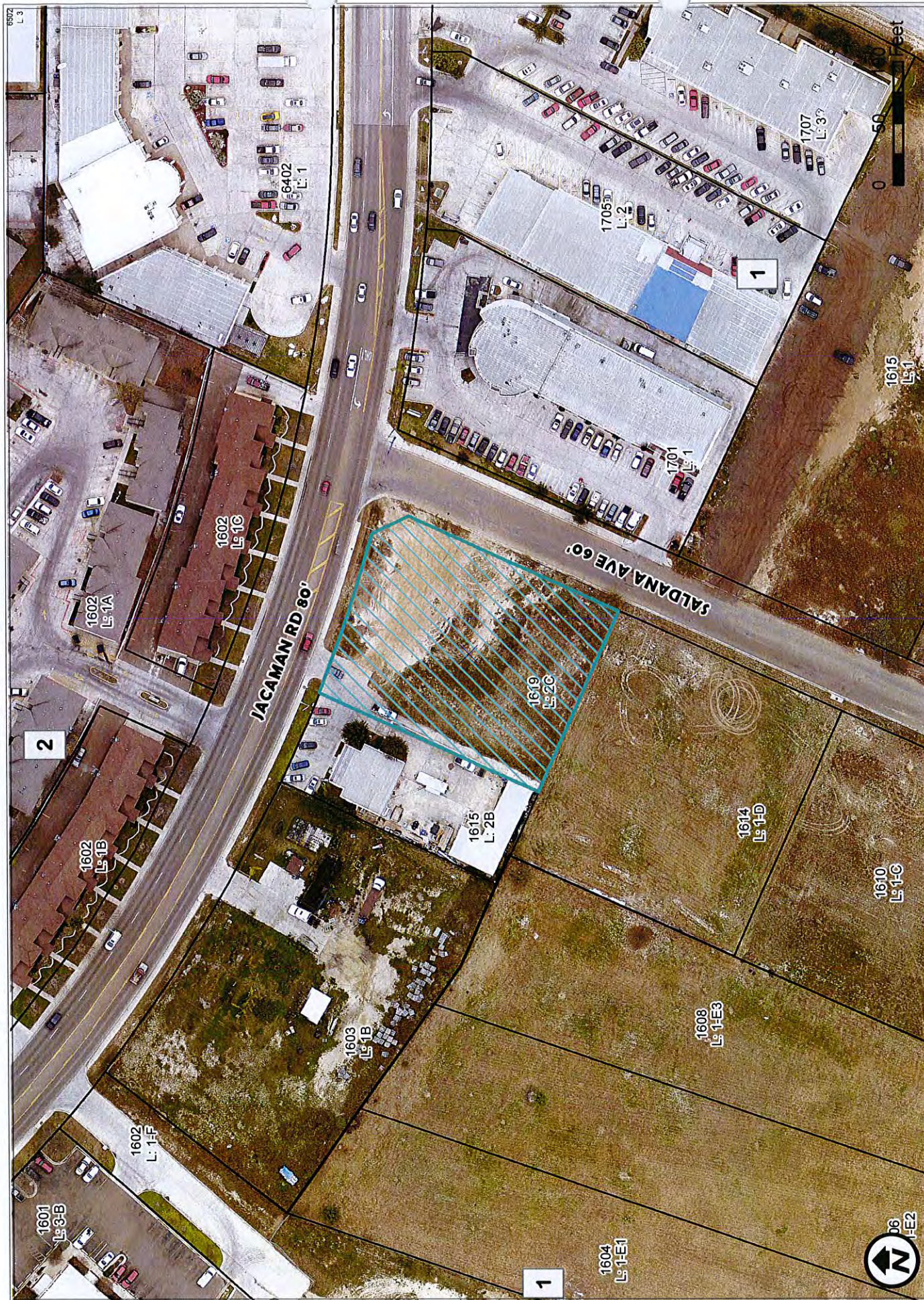
05000200300400  
Feet

REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-80-2016  
COUNCIL DISTRICT 5  
1619 JACAMAN RD

ZONING OVERVIEW  
1 inch = 417 feet  
Date: 8/25/2016





REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-80-2016  
COUNCIL DISTRICT 5  
1619 JACAMAN RD

AERIAL MAP  
1 inch = 100 feet  
Date: 8/25/2016



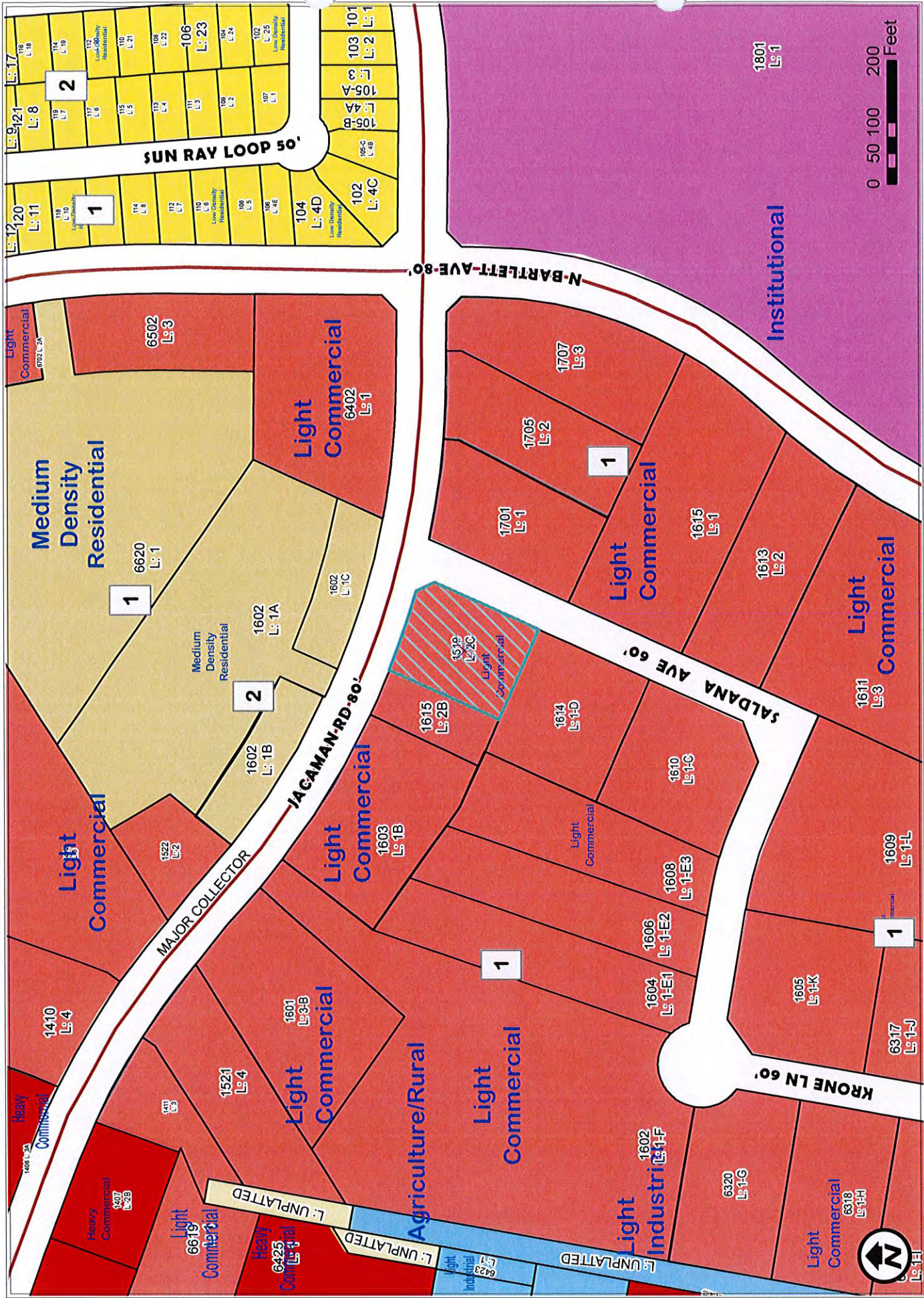


REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-80-2016  
COUNCIL DISTRICT 5  
1619 JACAMAN RD

AERIAL MAP  
1 inch = 42 feet  
Date: 8/25/2016





REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

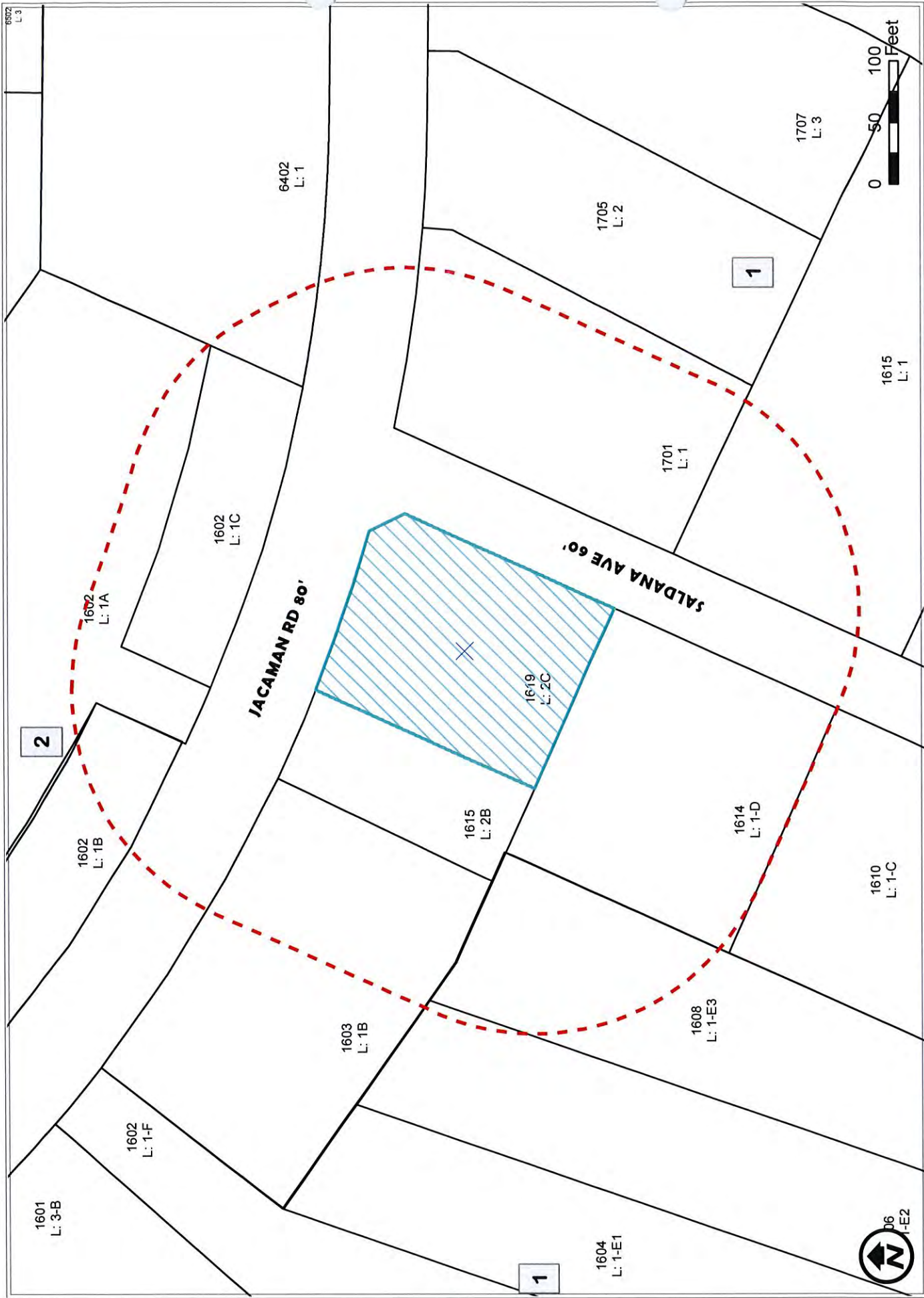
ZC-80-2016  
COUNCIL DISTRICT 5  
1619 JACAMAN RD

FUTURE LANDUSE MAP  
1 inch = 200 feet  
Date: 8/25/2016









REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
-> B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-80-2016  
COUNCIL DISTRICT 5  
1619 JACAMAN RD

200' NOTIFICATION  
1 inch = 100 feet  
Date: 8/25/2016



1619 Jacaman Rd.

B3 to B4

ZC-80-2016





1619 Jacaman Rd.

B3 to B4

ZC-80-2016

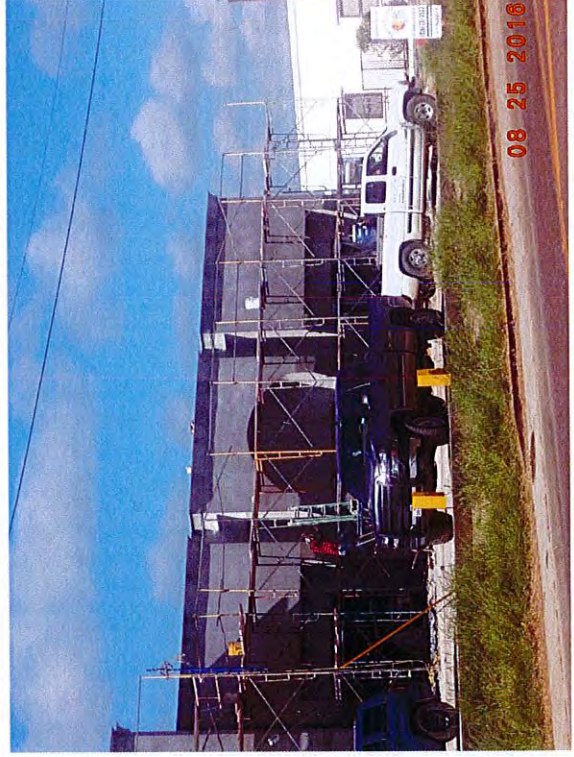




1619 Jacaman Rd.

B3 to B4

ZC-80-2016





1619 Jacaman Rd.  
B3 to B4  
ZC-80-2016





1619 Jacaman Rd.

B3 to B4

ZC-80-2016





1619 Jacaman Rd.

B3 to B4

ZC-80-2016





1619 Jacaman Rd.

B3 to B4

ZC-80-2016





1619 Jacaman Rd.

B3 to B4

ZC-80-2016





1619 Jacaman Rd.

B3 to B4

ZC-80-2016





**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Salvador Narvaez, Owner/Applicant

**Staff Source:** Nathan R. Bratton, Planning Director

---

**SUBJECT**

**2016-O-166** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 423, Eastern Division, located at 301 W. Saunders St., from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

District IV

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Roque Vela, Jr. at the regular Council meeting of October 17, 2016.

**BACKGROUND**

**Council District:** IV – The Honorable Juan Narvaez.

**Proposed use:** Commercial.

**Site:** Narvaez Alignment Trucks.

**Surrounding land uses:** North of the property is JV Equipment, Salazar Radiator, Drafting Services, Obregon's Mexican Restaurant, Mini Storage, Tiny Auto Paint, and a low density residential district. South of the property is a low density residential district. West of the property is Sushi Madre, Border Auto Glass, Bandera Motors, Twister Auto Service, Angel's Auto Sales and a low density residential district. East of the property is a low density residential district, Cruz Baseball Field, and UISD Child Nutrition Center.

**Comprehensive Plan:** The Future Land Use Map recognizes this site as Light Commercial.

**Transportation Plan:** The Long Range Thoroughfare Plan identifies W. Saunders St. as a Modified Major Arterial.

**Letters sent to surrounding property owners:** 22 In Favor: 1 Opposed: 0



## COMMITTEE RECOMMENDATION

The P & Z Commission, in an 8 to 0 vote, recommends approval of the zone change.

## STAFF RECOMMENDATION

Staff **does not support** the proposed zone change for the following reasons:

1. The proposed district is not compatible with the abutting residential uses to the south of the property.
2. The proposed district is not consistent with the zones and uses along this section of W. Saunders St.
3. The proposed district is not consistent with the Comprehensive Plan's designation for this property as Light Commercial.
4. The proposed B-4 district may introduce more intense and incompatible uses to the established neighborhood.
5. The existing B-3 District allows for commercial 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 land use pattern to the south of the property is not a commercial corridor with heavy traffic.

### **Would this change create an isolated zoning district unrelated to surrounding districts?**

Yes, W. Saunders St. is primarily a light commercial district (B-3- Community Business District).

### **Will change adversely influence living conditions in the neighborhood?**

Yes. introducing heavy commercial uses would disrupt the low density residential district.

### **Are there substantial reasons why the property cannot be used in accordance with existing zoning?**

No. The existing B-3 (Community Business District) allows for sufficient commercial uses.

---

## Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**



**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

---

**Attachments**

[Ordinance 2016-O-166](#)

[Zoning Map](#)

[Aerial Map](#)

[Zoning Overview Map](#)

[Future Land Use Map](#)

[Pictures](#)

[Survey](#)

---



## ORDINANCE NO. 2016-O-166

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, AND 3, BLOCK 423, EASTERN DIVISION, LOCATED AT 301 W. SAUNDERS ST., FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1, 2, and 3, Block 423, Eastern Division, located at 301 W. Saunders St., from B-3 (Community Business 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 September 15, 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 October 17, 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 Lots 1, 2, and 3, Block 423, Eastern Division, located at 301 W. Saunders St., from B-3 (Community Business 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:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

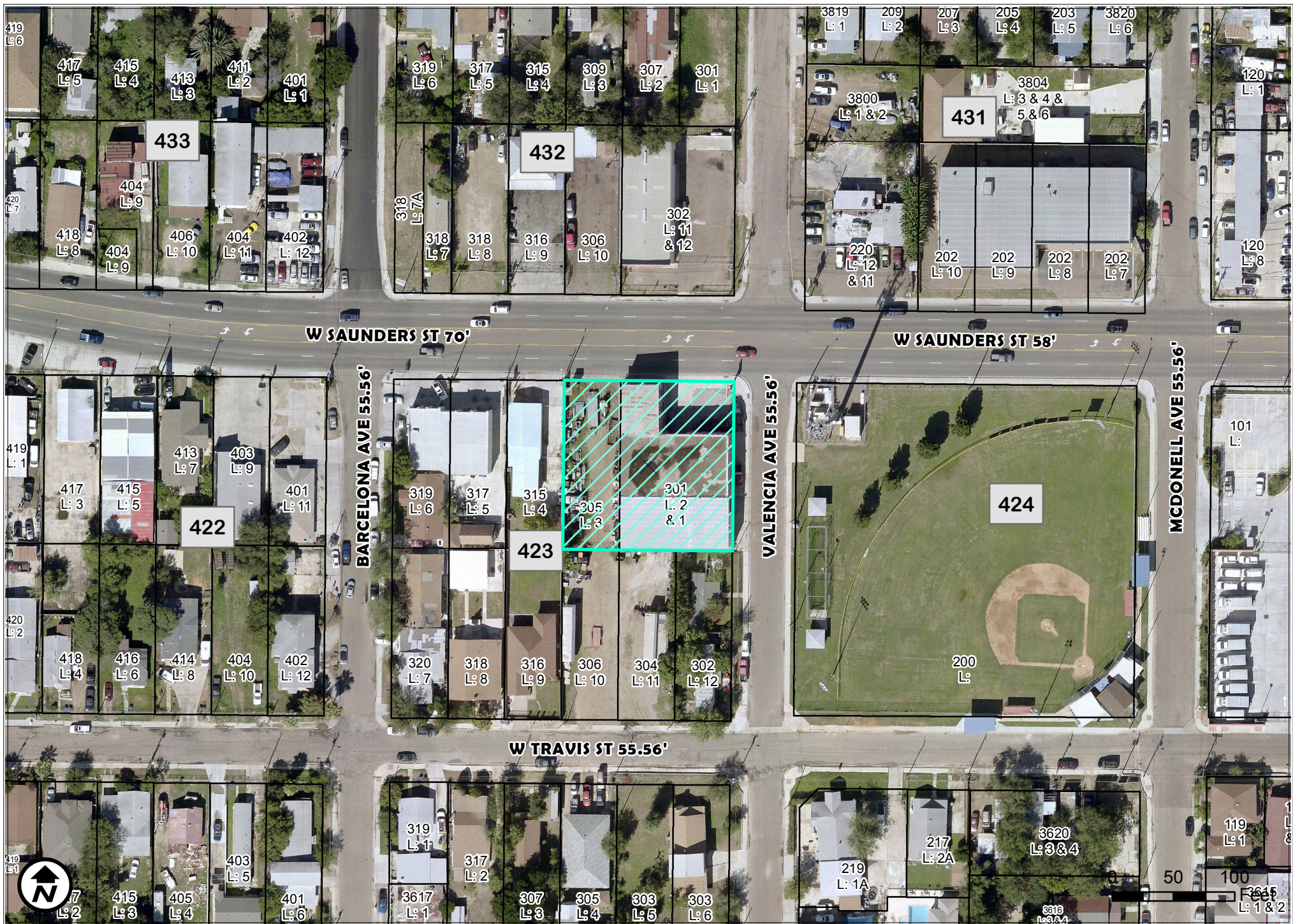
APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY







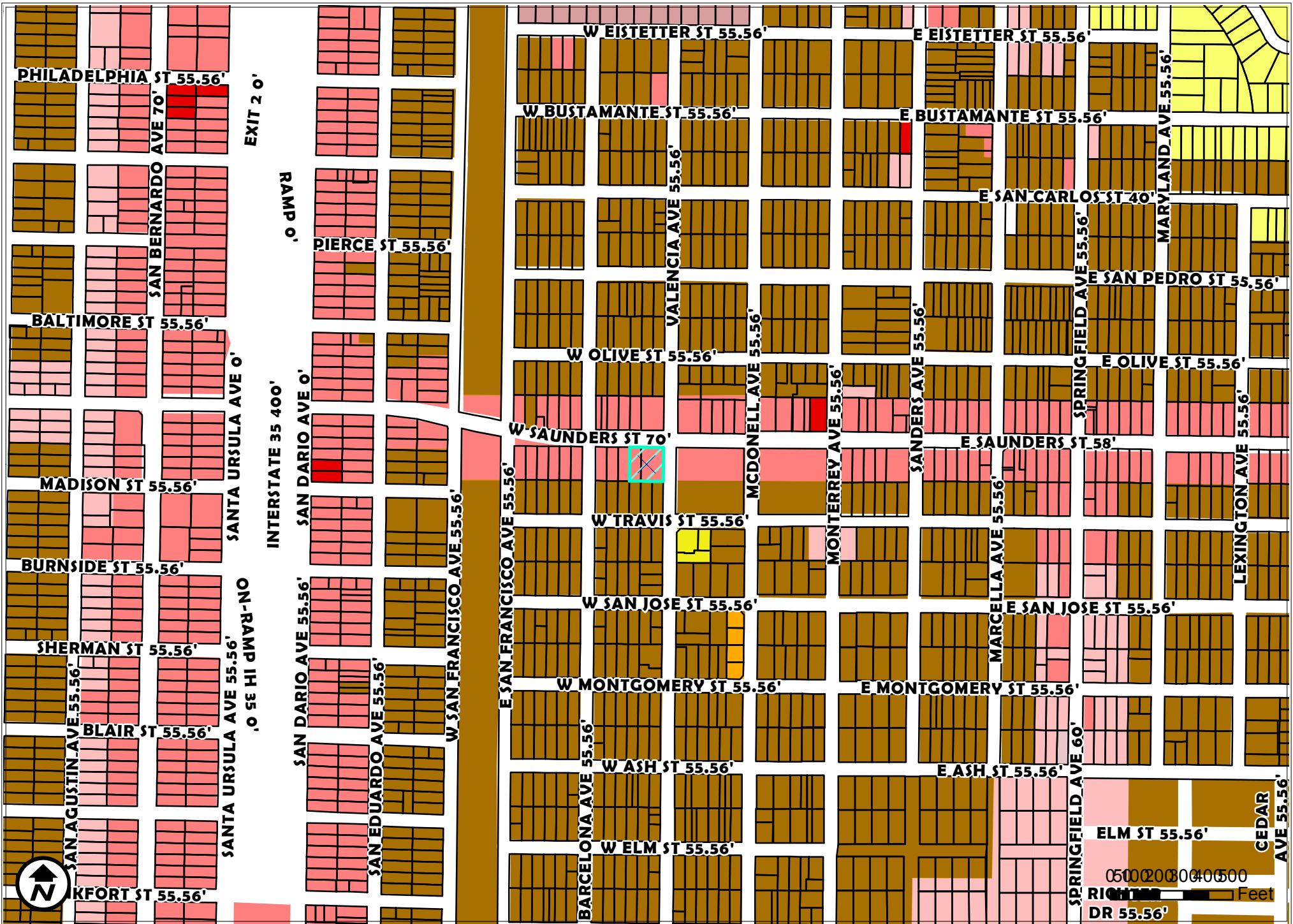


**AERIAL MAP**  
 1 inch = 100 feet  
 Date: 8/24/2016

**ZC-75-2016**  
**COUNCIL DISTRICT 4**  
**301 W SAUNDERS**

**REZONE FROM**  
**B3 (COMMUNITY BUSINESS DISTRICT)**  
**-> B4 (HIGHWAY COMMERCIAL DISTRICT)**





## ZONING OVERVIEW

1 inch = 500 feet

Date: 8/24/2016

ZC-75-2016

COUNCIL DISTRICT 4

301 W SAUNDERS

REZONE FROM

B3 (COMMUNITY BUSINESS DISTRICT)

-> B4 (HIGHWAY COMMERCIAL DISTRICT)









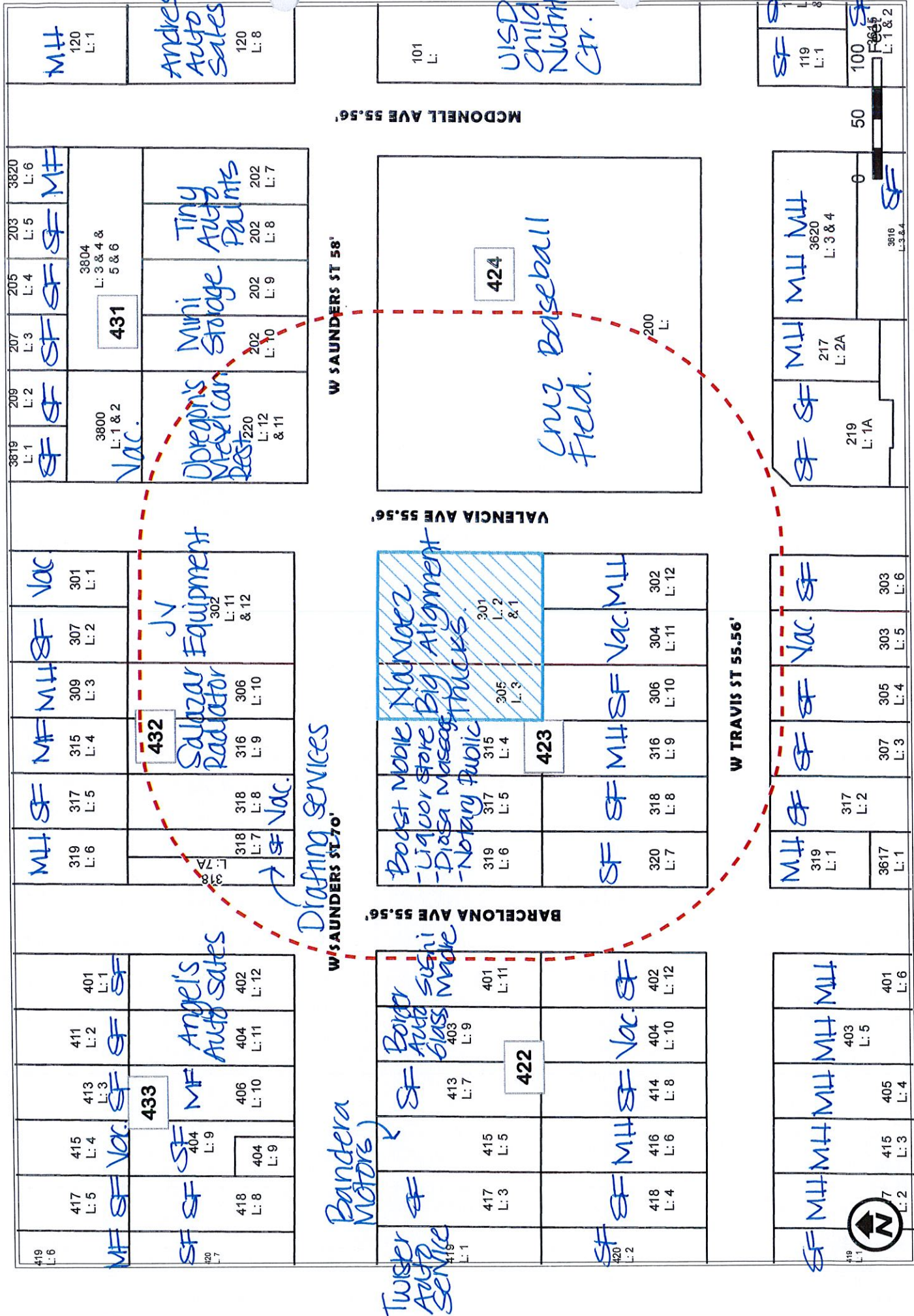
**ZC-75-2016**  
**B-3 to B-4**  
**301 W. Saunders**  
**Lots 1, 2 and 3, Block 423, ED**











REZONE FROM  
B3 (COMMUNITY BUSINESS DISTRICT)  
→ B4 (HIGHWAY COMMERCIAL DISTRICT)

200' NOTIFICATION  
1 inch = 100 feet  
Date: 8/24/2016

ZC-75-2016  
COUNCIL DISTRICT 4  
301 W SAUNDERS



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Gambit Operators Partnership Joint Venture, LLC., Applicant; FAS-Buenos Aires Clark Plaza, LLC., Owner

**Staff Source:** Nathan R. Bratton, Planning Director

---

**SUBJECT**

**2016-O-167** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a Bingo Parlor on all of Block 293, Eastern Division, located at 301 Clark Boulevard, Unit 1; providing for publication and effective date.

District IV

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Juan Narvaez at the regular Council meeting of October 17, 2016.

**BACKGROUND**

**Council District:** IV – The Honorable Juan Narvaez.

**Proposed use:** Bingo Parlor.

**Site:** Vacant Super S. Foods & EZ Pawn.

**Surrounding land uses:** North of the site is a low residential district, a multi-family residential district, and Don Jose Gallego Elementary School. South of the site is a low density residential uses, and a vacant lot. East to the site is LISD Police, Hinojosa Auto Sales, vacant lot, Quarter House Billiard, Casa el Mago and a low density residential uses. West of the site is Memorial Middle School, Disco Gold, Family Dollar, Vacant lots, Jordan River Church and low density residential uses.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies E. Clark Blvd. as a Modified Major Arterial.

**Letters sent to surrounding property owners:** 11 In Favor: 0 Opposed: 0



## COMMITTEE RECOMMENDATION

The P & Z Commission, in a 8 to 0 vote, recommended approval of the Conditional Use Permit.

## STAFF RECOMMENDATION

Staff supports the proposed Conditional Use Permit and recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Gambit Operators Partnership Joint Venture, LLC and FAS- Buenos Aires Clark Plaza, and is nontransferable.
2. The C.U.P. is restricted to a Bingo Parlor (indoors) for a total square footage of 16,500, as shown on Exhibit "A".
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. The C.U.P. is restricted to operating hours on Exhibit "B", from 5:30 p.m. to 10:30 p.m. daily.
5. Signage is limited to that allowed in a B-1 District.
6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Off-site parking is prohibited.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
11. Outdoor music and speakers shall be prohibited 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.
12. The sale and consumption of alcohol on premises is prohibited.
13. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. Owner shall comply with all Building, Fire and Safety Code Regulations as required.
15. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
16. Banners and window signs are prohibited.

---

## Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**



**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

N/A

---

**Attachments**

Ordinance 2016-O-167

Zoning Map

Aerial Map

Zoning Overview Map

Future Land Use Map

Pictures

Survey and Exhibits

---



## ORDINANCE NO. 2016-O-167

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A BINGO PARLOR ON ALL OF BLOCK 293, EASTERN DIVISION, LOCATED AT 301 CLARK BOULEVARD, UNIT 1; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a Bingo Parlor on All of Block 293, Eastern Division, located at 301 Clark Boulevard, Unit 1; 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 September 15, 2016; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** for 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 October 17, 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 a Conditional Use Permit for a Bingo Parlor on All of Block 293, Eastern Division, located at 301 Clark Boulevard, Unit 1.

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 Gambit Operators Partnership Joint Venture, LLC and FAS-Buenos Aires Clark Plaza, and is nontransferable.
2. The C.U.P. is restricted to a Bingo Parlor (indoors) for a total square footage of 16,500, as shown on Exhibit "A".
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. The C.U.P. is restricted to operating hours on Exhibit "B", from 5:30 p.m. to 10:30 p.m. daily.
5. Signage is limited to that allowed in a B-1 District.



6. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
7. Off-site parking is prohibited.
8. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
9. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
11. Outdoor music and speakers shall be prohibited 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.
12. The sale and consumption of alcohol on premises is prohibited.
13. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. Owner shall comply with all Building, Fire and Safety Code Regulations as required.
15. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
16. Banners and window signs are prohibited.

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:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA LAUREL HALE  
ASSISTANT CITY ATTORNEY





ZONING MAP  
1 inch = 100 feet  
Date: 8/24/2016

ZC-77-2016  
COUNCIL DISTRICT 4  
301 E CLARK

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BINGO PARLOR

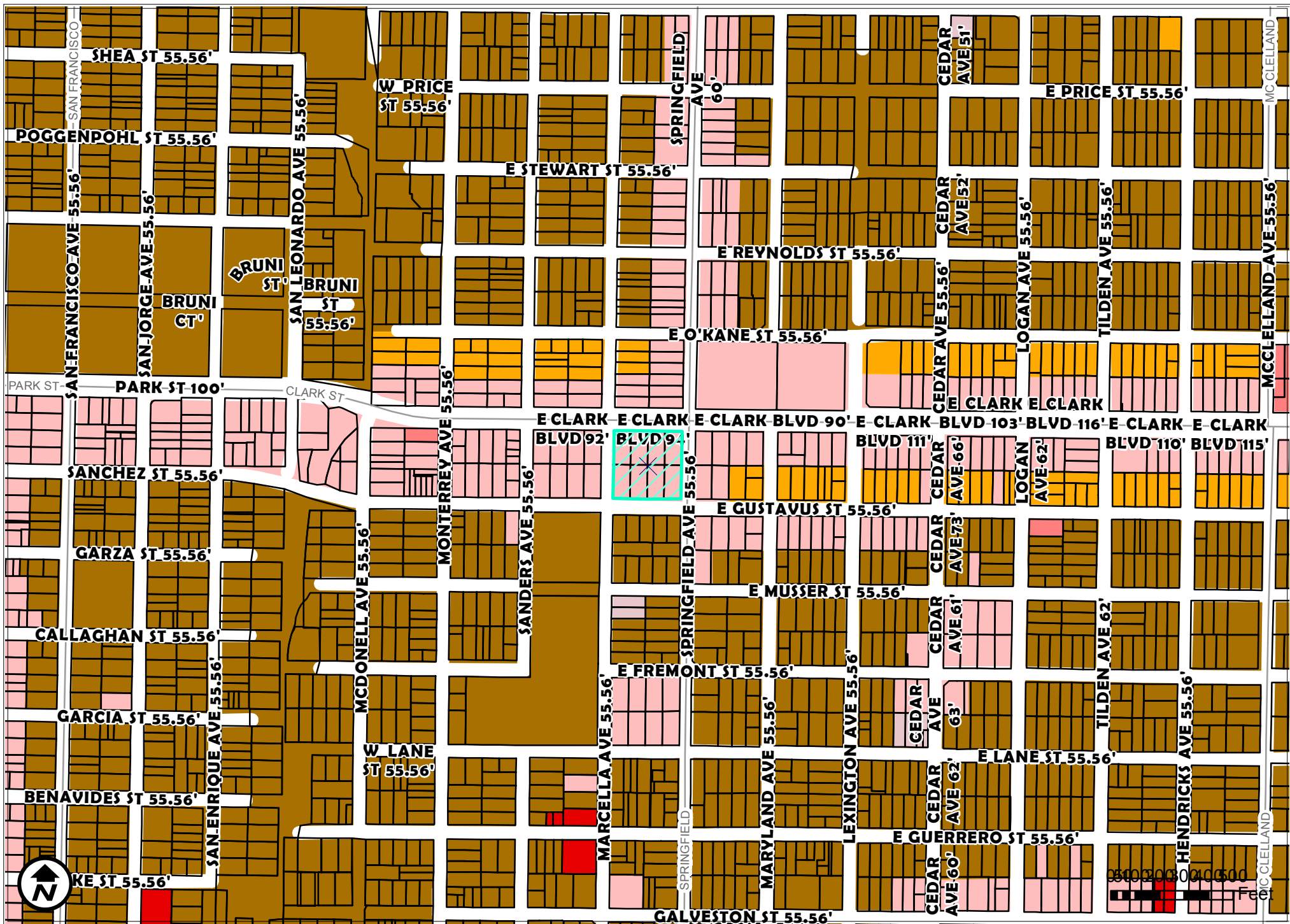
S.U.P. (SPECIAL USE PERMITS)  
C.U.P. (CONDITIONAL USE PERMITS)  
S.U.P. & C.U.P.





**APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BINGO PARLOR**





ZONING OVERVIEW  
1 inch = 500 feet  
Date: 8/24/2016

ZC-77-2016  
COUNCIL DISTRICT 4  
301 E CLARK

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BINGO PARLOR





FUTURE LANDUSE MAP

1 inch = 100 feet

Date: 8/24/2016

ZC-77-2016  
COUNCIL DISTRICT 4  
301 E CLARK

APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BINGO PARLOR





**ZC-77-2016**

**Conditional Use Permit for a Bingo Parlor**

**301 Clark Blvd.**

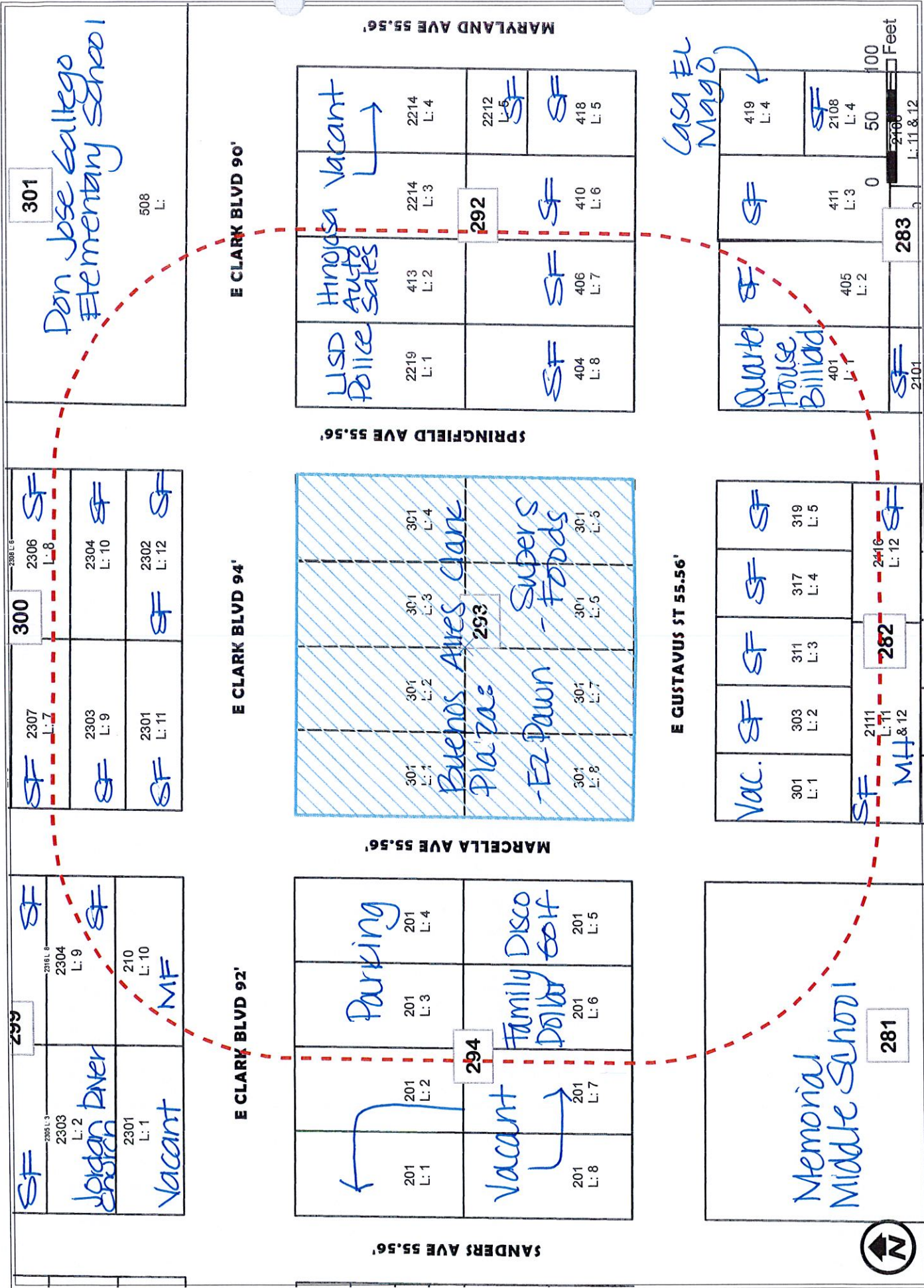
**All of Block 293, Eastern Division**









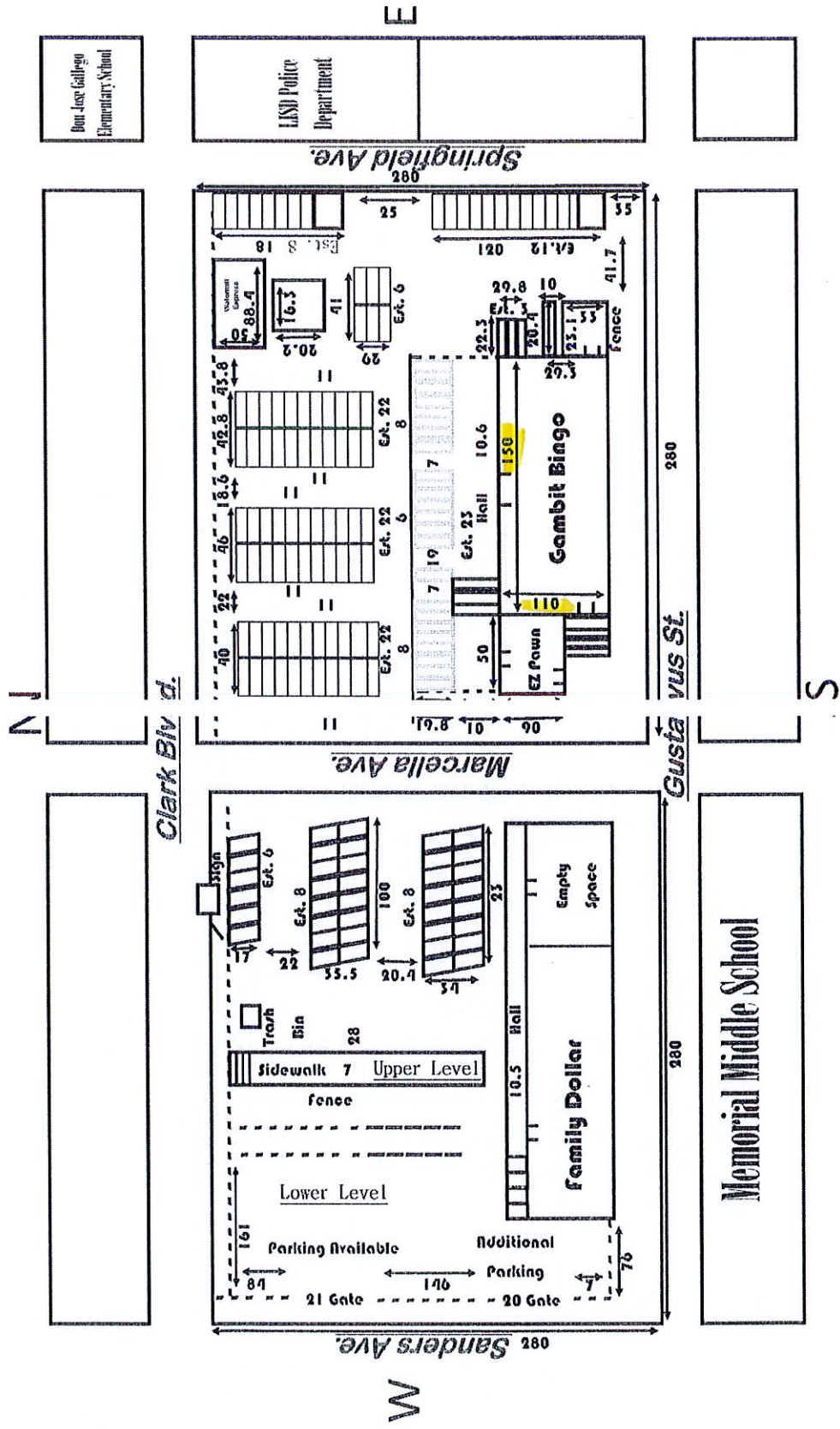


APPLICATION FOR  
C.U.P. (CONDITIONAL USE PERMIT)  
-> BINGO PARLOR

ZC-77-2016  
COUNCIL DISTRICT 4  
301 E CLARK

200' NOTIFICATION  
1 inch = 100 feet  
Date: 8/24/2016













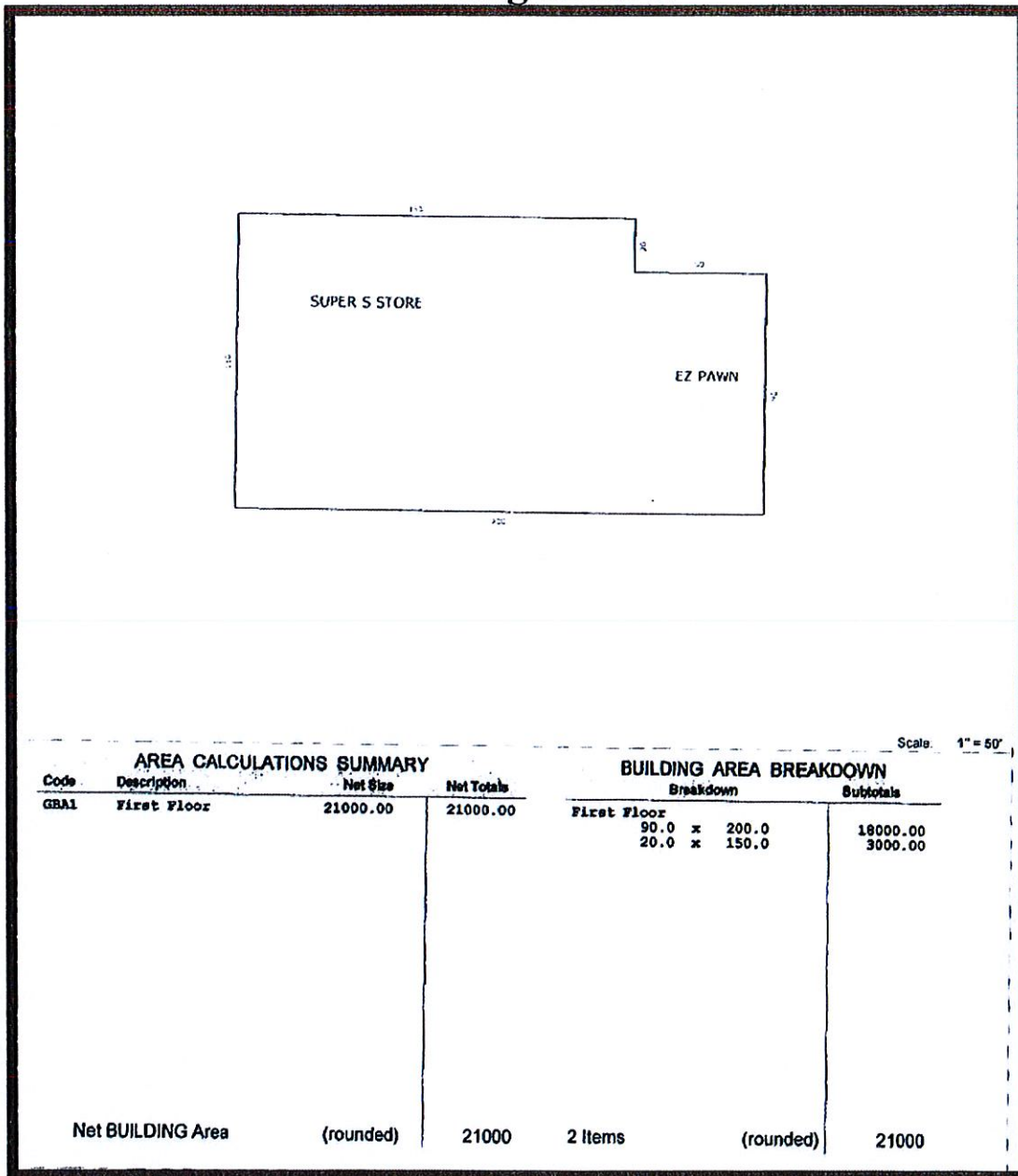


# Plat





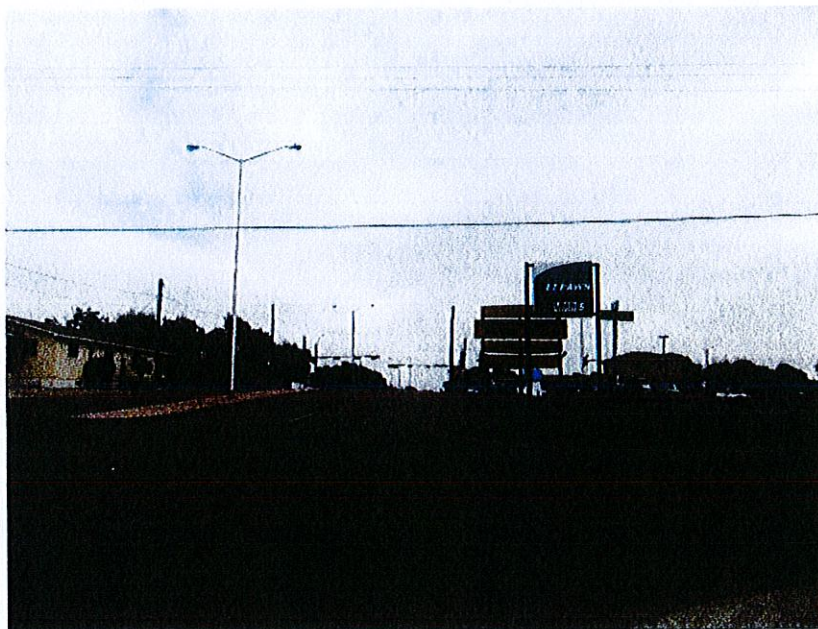
## Building Sketch







View along Clark, looking west

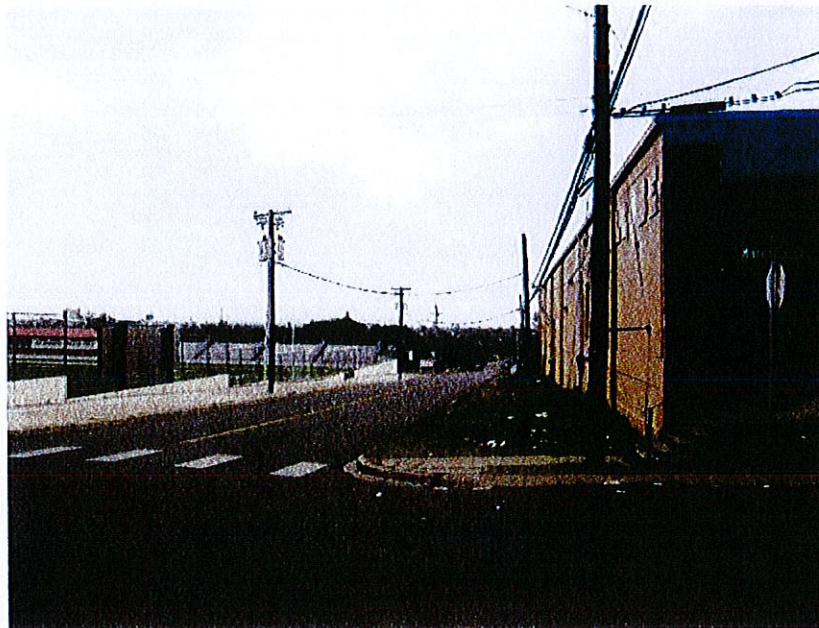


View along Clark, looking east





View along Marcella, looking south

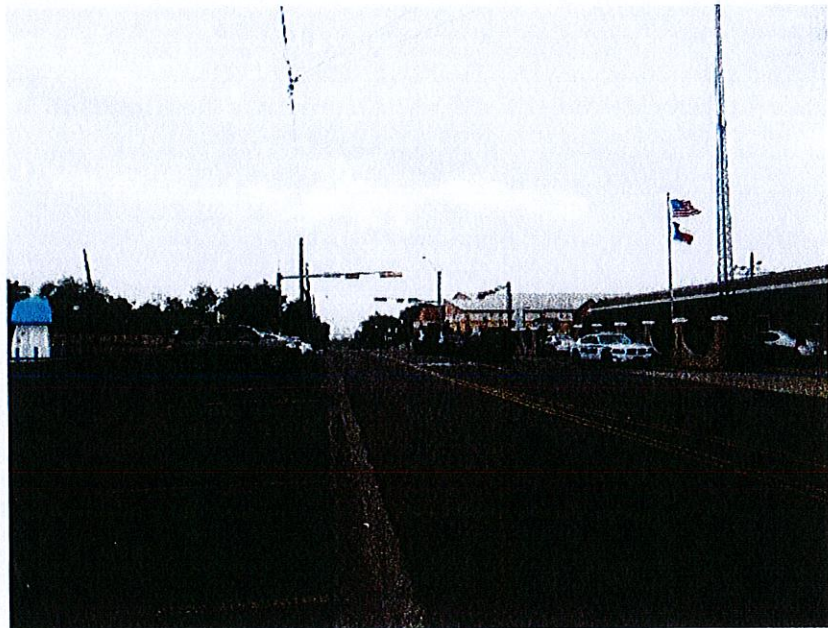


View from Gustavus, looking west





View from Gustavus, looking west

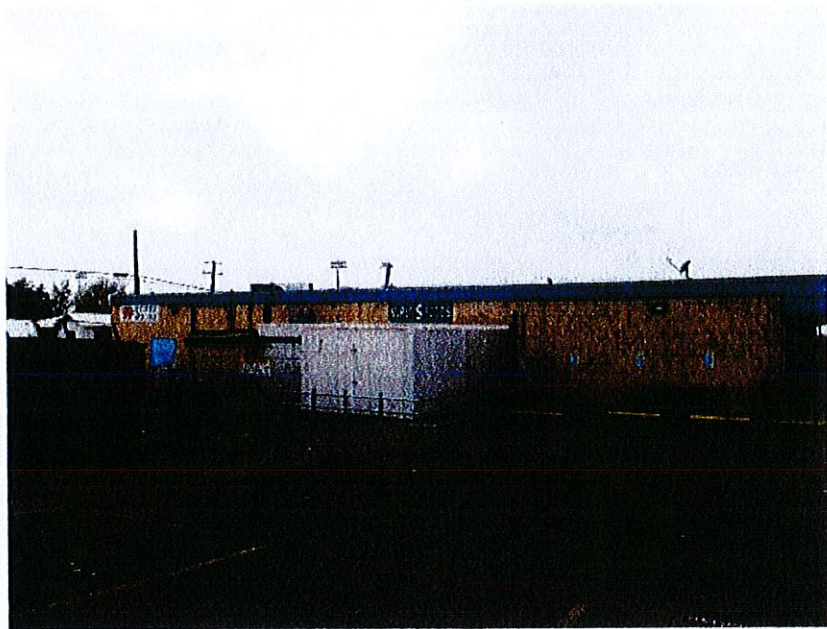


View from along Springfield, looking north





Front view of 301 Clark



Side view of 301 Clark



## NARRATIVE OF PROPOSED USE

We are trying to relocate our Gambit Bingo Operation to a new location on Clark Blvd. Gambit Bingo is a charitable bingo monitored by the Texas Lottery Commission. The proceeds of this bingo goes to help 5 non-profit organizations.

- 1.) Azteca Home Economic Development
- 2.) LIFE
- 3.) San Vicente de Paul
- 4.) Asociacion Pro Servicios Sociales
- 5.) Laredo Regional Food Bank

These organizations give back to the community thru their youth programs. We are currently operating on Calton Rd. and we rent the building from JJ Haynes who has a lessor license. We operate daily from 5:30 PM - 10:30 PM. Unfortunately, we are being displaced by a high way project coming in 2017. This bingo operation is very crucial for each organization's operating budget. I feel that bingo provides a nice family oriented entertainment at a very low cost and all the money raised by bingo goes to charities. We currently have a small concession stand and we do not sell any alcohol or tobacco products.

*Respectfully,  
Claudia Williams*



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Jesus G. Chapa, Owner

**Staff Source:** Nathan R. Bratton, Planning Director

---

**SUBJECT**

**2016-O-168** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1,282.00 sq. ft. of Lot 4, Block 1068, Eastern Division and 7,290.16 sq. ft. out of Urbahn Ave., West of Lot 1, Block 1168, Eastern Division as further described by metes and bounds in attached Exhibit "A", located at 1301 South Meadow Ave., from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

District III

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

**PREVIOUS COUNCIL ACTION**

This item was introduced by the Honorable Alejandro "Alex" Perez, Jr. at the regular Council meeting of October 17, 2016.

**BACKGROUND**

**Council District:** III – The Honorable Alejandro "Alex" Perez, Jr.

**Proposed use:** Auto glass shop.

**Site:** The site is currently vacant.

**Surrounding land uses:** North of the site is Nancy's Auto Glass, Leal Muffler, AC Service and single-family residential district. East of the site are single-family residential uses, multi-family residential uses and vacant lots. South of the site are single-family residential uses, multi-family residential uses and a vacant lot. West of the site is South Meadow Self Storage and vacant lots.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies South Meadow



Ave. as a Major Collector.

**Letters sent to surrounding property owners:** 48 In Favor: 0 Opposed: 0

### **COMMITTEE RECOMMENDATION**

The P & Z Commission, in a 6 to 0 vote, recommended denial of the Zone Change.

### **STAFF RECOMMENDATION**

Staff does not support the proposed zone change for the following reasons:

1. The proposed district is not consistent with the zones and uses along this area of S. Meadow Ave.
2. The proposed B-3 District is not in conformance with the Comprehensive Plan's designation of this area as Light Commercial.
3. The proposed B-3 district will introduce more intense uses in this area, which abuts a residential district to the east of the site.
4. Staff would recommend a Conditional Use Permit for the proposed use.

### **IMPACT ANALYSIS**

B-3 (Community Business District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

Yes, the established land use pattern in the area is primarily B-1 (Limited Commercial District) and low density residential.

Would this change create an isolated zoning district unrelated to surrounding districts?

Yes, this property is not located along any other B-3 District.

Will change adversely influence living conditions in the neighborhood?

Yes, the proposed district may introduce more intense uses into the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes, the existing district does not allow for Auto Glass Shop.

---

### **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-168

Zoning Map

Aerial Map

Zoning Map

Future Land Use Map

Pictures

Survey and Exhibits

---



## ORDINANCE NO. 2016-O-168

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1,282.00 SQ FT OF LOT 4, BLOCK 1068, EASTERN DIVISION AND 7,290.16 SQ FT OUT OF URBahn AVE. W OF LOT 1, BLOCK 1168, EASTERN DIVISION AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 1301 SOUTH MEADOW AVE., FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1,282.00 SQ FT of Lot 4, Block 1068, Eastern Division and 7,290.16 SQ FT out of Urbahn Ave. W of Lot 1, Block 1168, Eastern Division as further described by metes and bounds in attached Exhibit "A", located at 1301 South Meadow Ave., from B-1 (Limited Commercial District) to B-3 (Community Business 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 August 18, 2016, and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 October 17, 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 1,282.00 SQ FT of Lot 4, Block 1068, Eastern Division and 7,290.16 SQ FT out of Urbahn Ave. W of Lot 1, Block 1168, Eastern Division as further described by metes and



bounds in attached Exhibit "A", located at 1301 South Meadow Ave., from B-1 (Limited Commercial District) to B-3 (Community Business 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:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

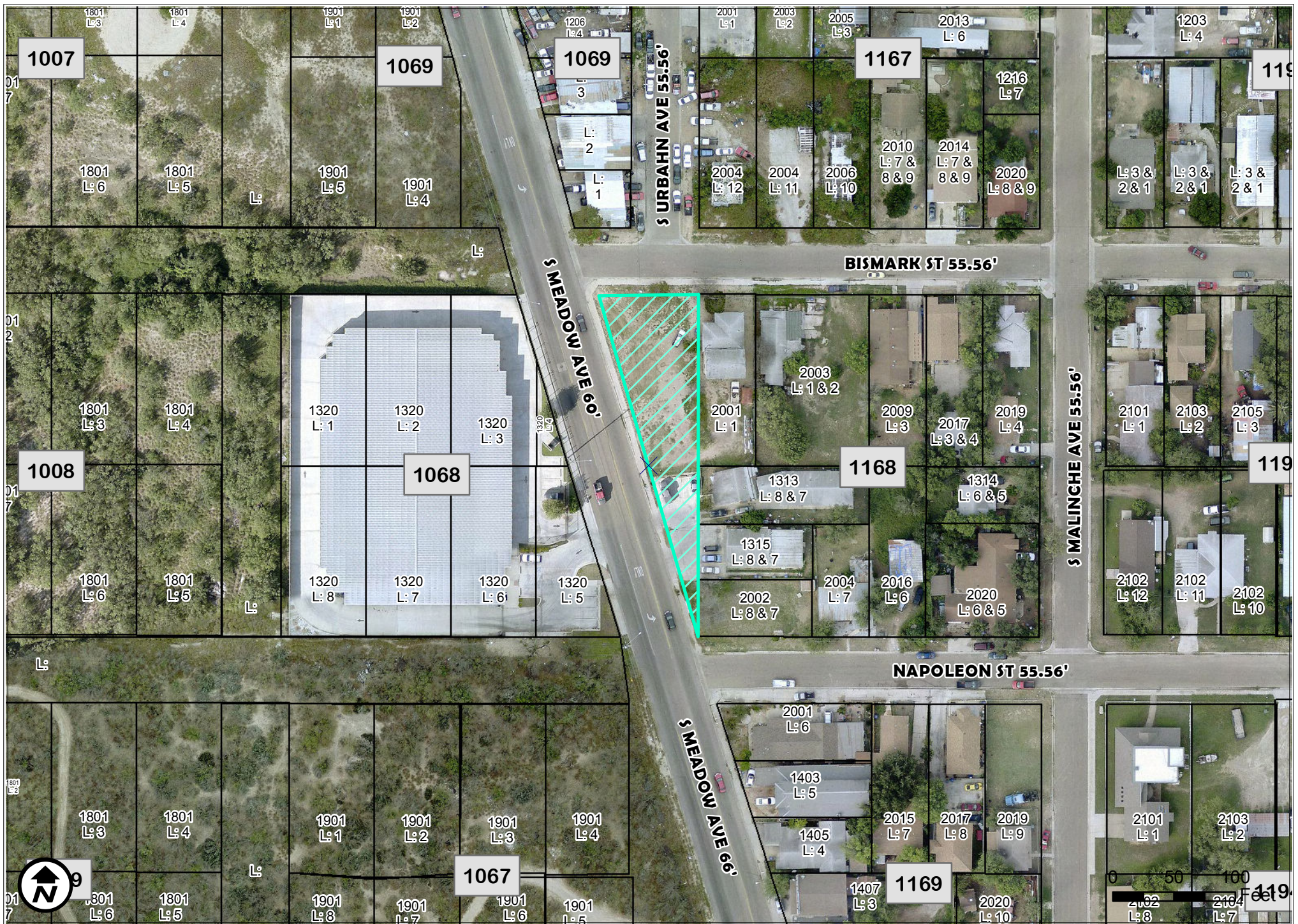
APPROVED AS TO FORM:  
RAUL CASSO, CITY ATTORNEY

\_\_\_\_\_  
KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY







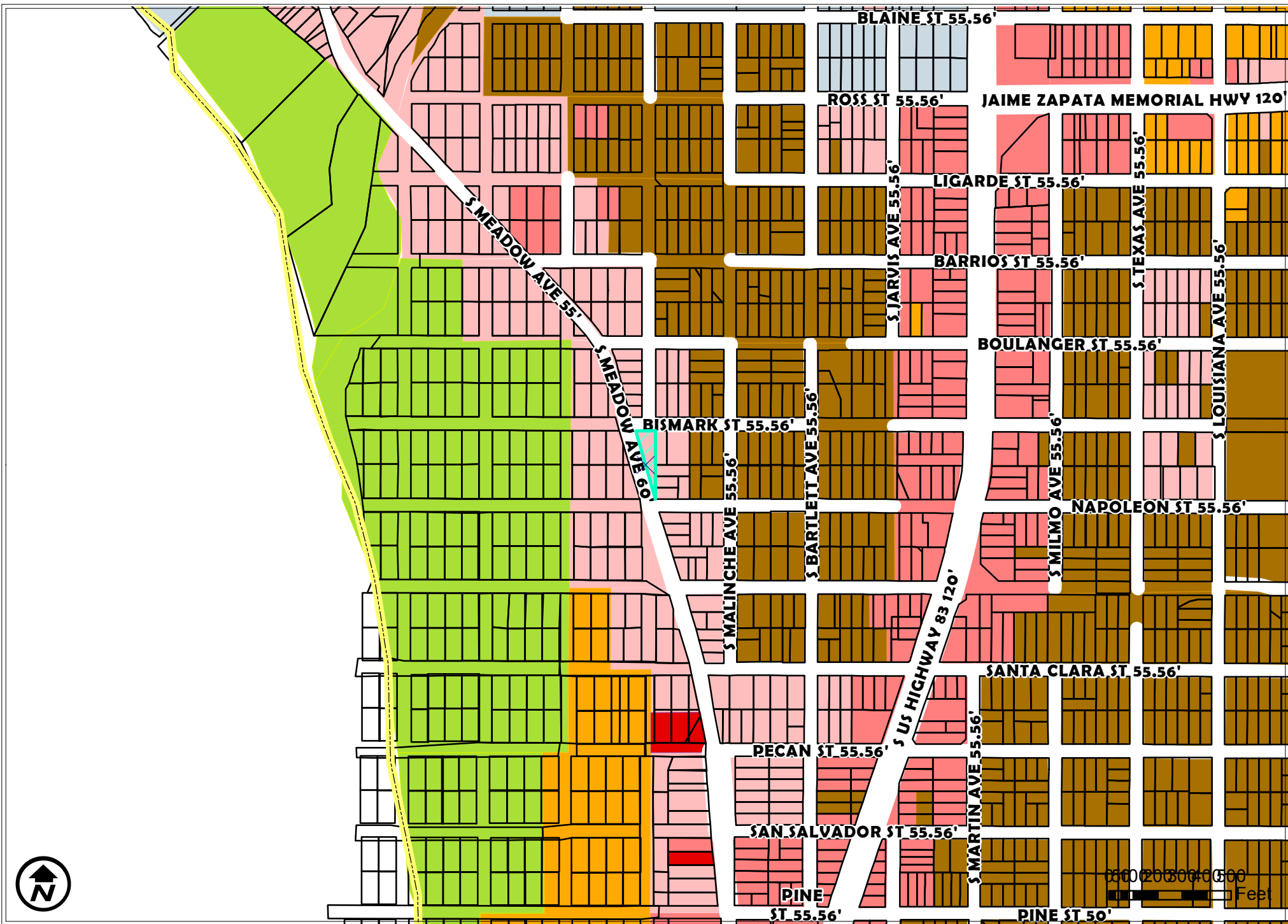


AERIAL MAP  
 1 inch = 100 feet  
 Date: 8/5/2016

ZC-68-2016  
 COUNCIL DISTRICT 3  
 S MEADOW AVE

REZONE FROM  
 B1 (LIMITED COMMERCIAL DISTRICT)  
 → B3 (COMMUNITY BUSINESS DISTRICT)





## ZONING OVERVIEW

1 inch = 500 feet

Date: 8/5/2016

ZC-68-2016  
COUNCIL DISTRICT 3  
S MEADOW AVE

REZONE FROM  
B1 (LIMITED COMMERCIAL DISTRICT)  
→ B3 (COMMUNITY BUSINESS DISTRICT)



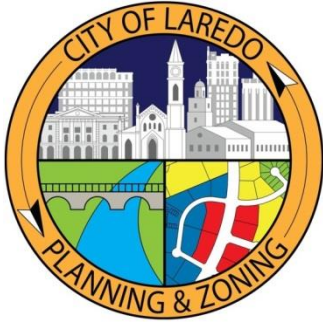


FUTURE LANDUSE MAP  
1 inch = 100 feet  
Date: 8/5/2016

ZC-68-2016  
COUNCIL DISTRICT 3  
S MEADOW AVE

REZONE FROM  
B1 (LIMITED COMMERCIAL DISTRICT)  
→ B3 (COMMUNITY BUSINESS DISTRICT)





**ZC-68-2016**

**1301 South Meadow Ave.**

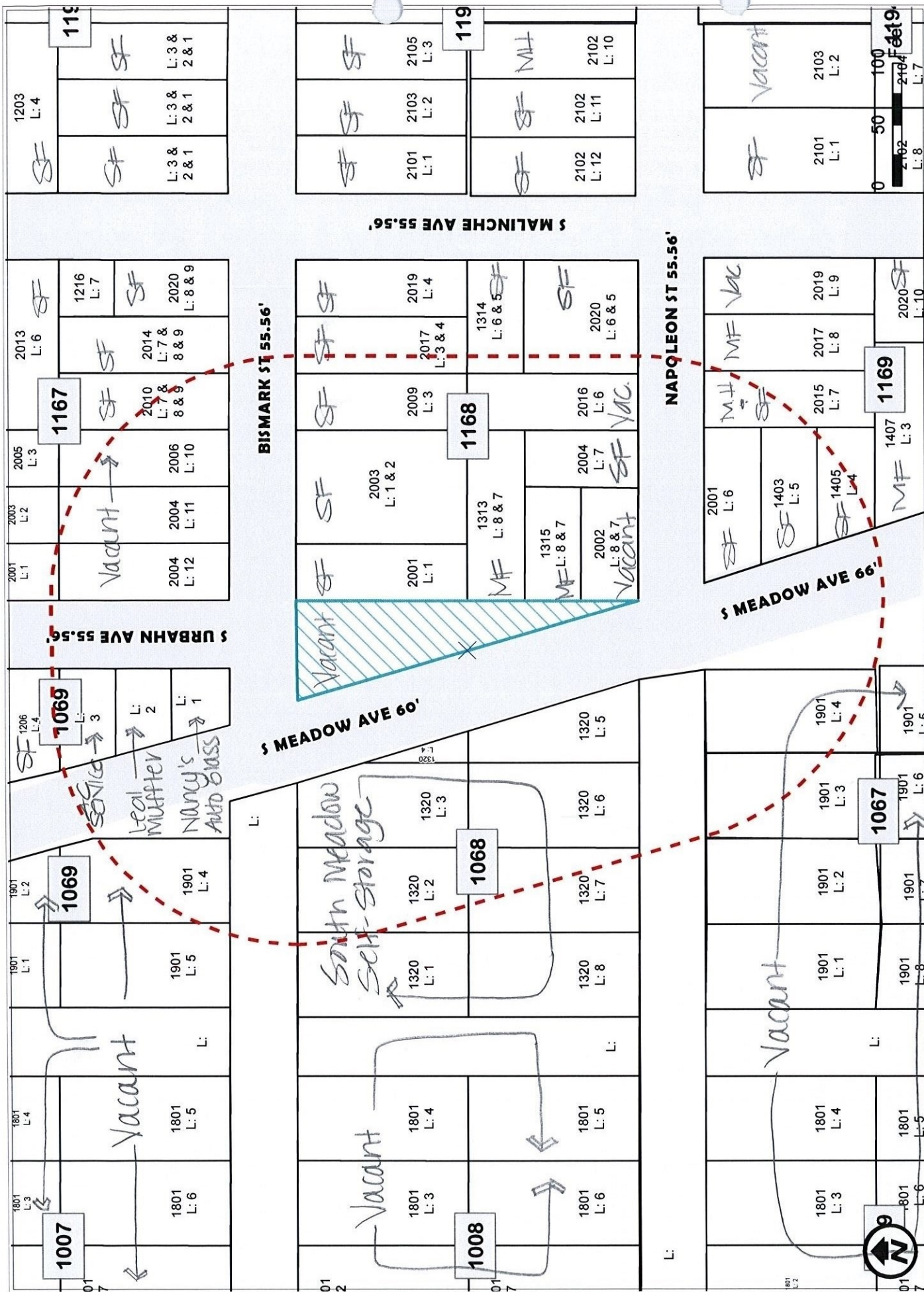
**1,282.00 SQ FT out of Lot 4, Block 1068, Eastern Division  
and 7,290.16 SQ FT out of Urbahn Avenue W of Lot 1,  
Block 1168, Eastern Division.**









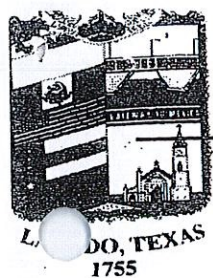


REZONE FROM  
B1 (LIMITED COMMERCIAL DISTRICT)  
→ B3 (COMMUNITY BUSINESS DISTRICT)

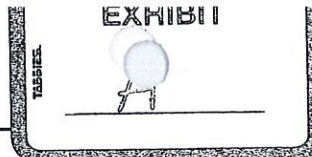
ZC-68-2016.B  
COUNCIL DISTRICT 3  
S MEADOW AVE

200' NOTIFICATION  
1 inch = 100 feet  
Date: 9/7/2016





**CITY OF LAREDO  
ENGINEERING DEPARTMENT**



**METES AND BOUNDS DESCRIPTION  
FOR A 7,290.16 SQ.FT. TRACT OF LAND**

A tract of land containing 7,290.16 sq.ft., out of the Urbahn Avenue right-of-way, adjacent to the south right-of-way line of Bismark Street, Eastern Division, as recorded in volume 7, page 15, of the Webb County Plat Records, in the Western Division, City of Laredo, Webb County, Texas; said 7,290.16 sq.ft. Tract is more particularly described by metes and bounds as follows:

**COMMENCING** at a found iron pin on the northwest corner of Lot No. 1, Block No. 1168, Eastern Division, being this point on the south right-of-way line of Bismark Street and the **POINT-OF-BEGINNING** of this tract herein described;

**THENCE, WEST**, along the south right-of-way line of Bismark Street, a distance of 55.56 feet, to a found iron pin on the west right-of-way line of Urbahn Avenue, being this point the northeast corner of said Lot No. 4, Block No. 1068, Eastern Division, for an exterior corner and point of deflection to the left;

**THENCE, SOUTH**, along the west right-of-way line of Urbahn Avenue, also the east boundary line of said Lot No. 4, a distance of 85.03 feet, to a found iron pin, for an exterior corner and point of deflection to the left;

**THENCE, S16°23'02"E**, a distance of 56.14 feet, to a found iron pin, on the northwest corner of a 1,524.03 sq.ft. tract, as recorded in vol. 1128, pgs. 220-225, of the official public records of Webb County Texas; for an exterior corner and point of deflection to the left;


**THENCE, EAST**, along the north boundary line of said 1,524.03 sq.ft. tract, a distance of 11.94 feet, to a found iron pin at the center line of Urbahn Avenue, and continuing east for a distance of 27.78 feet, to a found iron pin, for a total distance of 39.72 feet, being this point on east right-of-way line of Urbahn Avenue and the southwest corner of said Lot No. 1, for an exterior corner and point of deflection to the left;

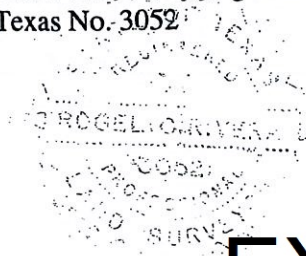
**THENCE, NORTH**, along the east right-of-way line of Urbahn Avenue, also the west boundary line of said Lot No. 1, a distance of 138.89 feet, to the **POINT-OF-BEGINNING** of this Tract of Land, containing 7,290.16 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from record information available made under my supervision on this 16th. Day of April, 2015.

**WITNESS MY HAND AND SEAL THIS 8th. DAY OF MAY, 2015.**

7/8/15

  
\_\_\_\_\_  
ROGELIO RIVERA, City Engineer  
R.P.L.S. Texas No. 3052



**EXHIBIT "A"**



WEST  
55.56'

BISMARCK ST.

(55.56 R.O.W.)

Point of Beginning

Owner of a 1,282.00 sq.ft. tract of land out of Lot 4, Block No. 1068, Eastern Division:  
Jesus Genaro Chapa; as per Special Warranty Deed, recorded in vol. 3680, pgs. 99-105, O.P.R.W.C.T.

A found iron pin on the northwest corner of Block No. 1168, Eastern Division, as per Plat Book recorded in vol. 7, pg. 15, W.C.P.R.

BLK.  
1068 E.D.

LOT 4

URBAHN AVE.

(55.56 R.O.W.)

Owner of a the west 2/3rds. of Lot 1, Block 1168, Eastern Division:  
Emma Hernandez Casarez and Lydia Hernandez Jimenez, as per per Deed of Gift, recorded in vol. 889, pgs. 341 & 342, O.P.R.W.C.T.

SOUTH  
85.03'

AREA:  
7,290.16 sq.ft.

LOT 1

NORTH  
138.89'

S16°23'02"E  
56.14'

BLK. 1168 E.D.

EAST  
39.72'

LOT 8

Owner of a 1,524.03 sq.ft. tract of land:  
Juventino Gonzalez and wife Celestina Esperanza Gonzalez; as per Warranty Deed, recorded in vol. 1128, pgs. 220-225, O.P.R.W.C.T.

References Monuments:

PKnail at Bismark St. @ Urbahn Ave.  
PKnail at Bismark St. @ S. Bartlett Ave.

Basis for Bearings

## LEGEND

PIP FND. IRON PIN  
FPK FND. PK NAIL

W.C.P.R. WEBB COUNTY PLAT RECORDS



# EXHIBIT "A"



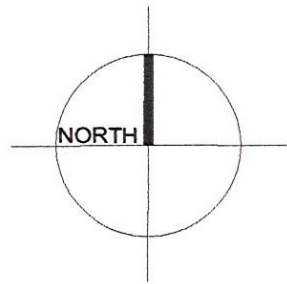
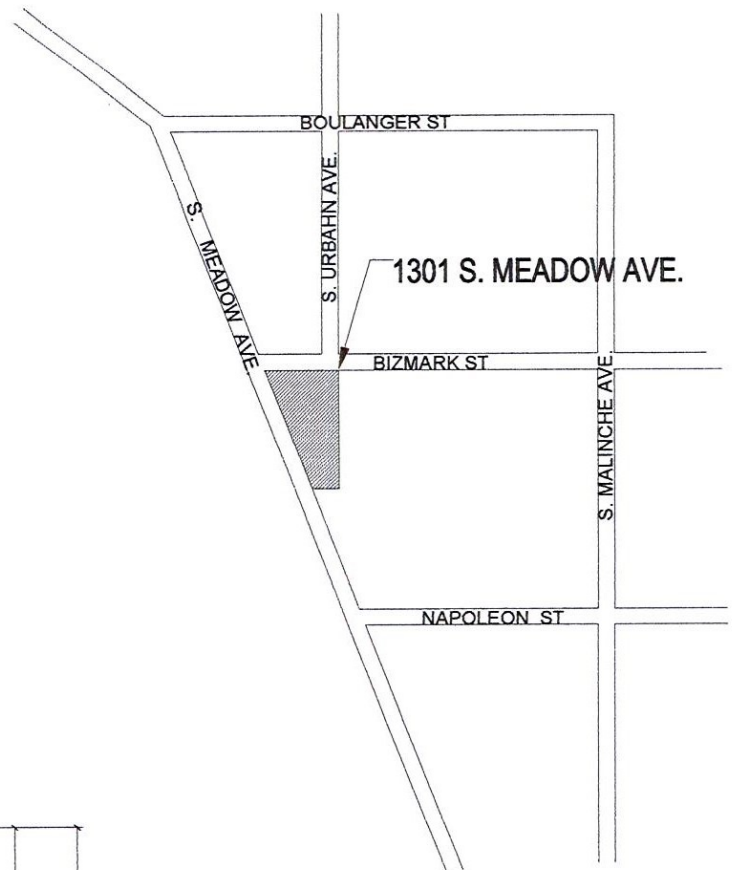
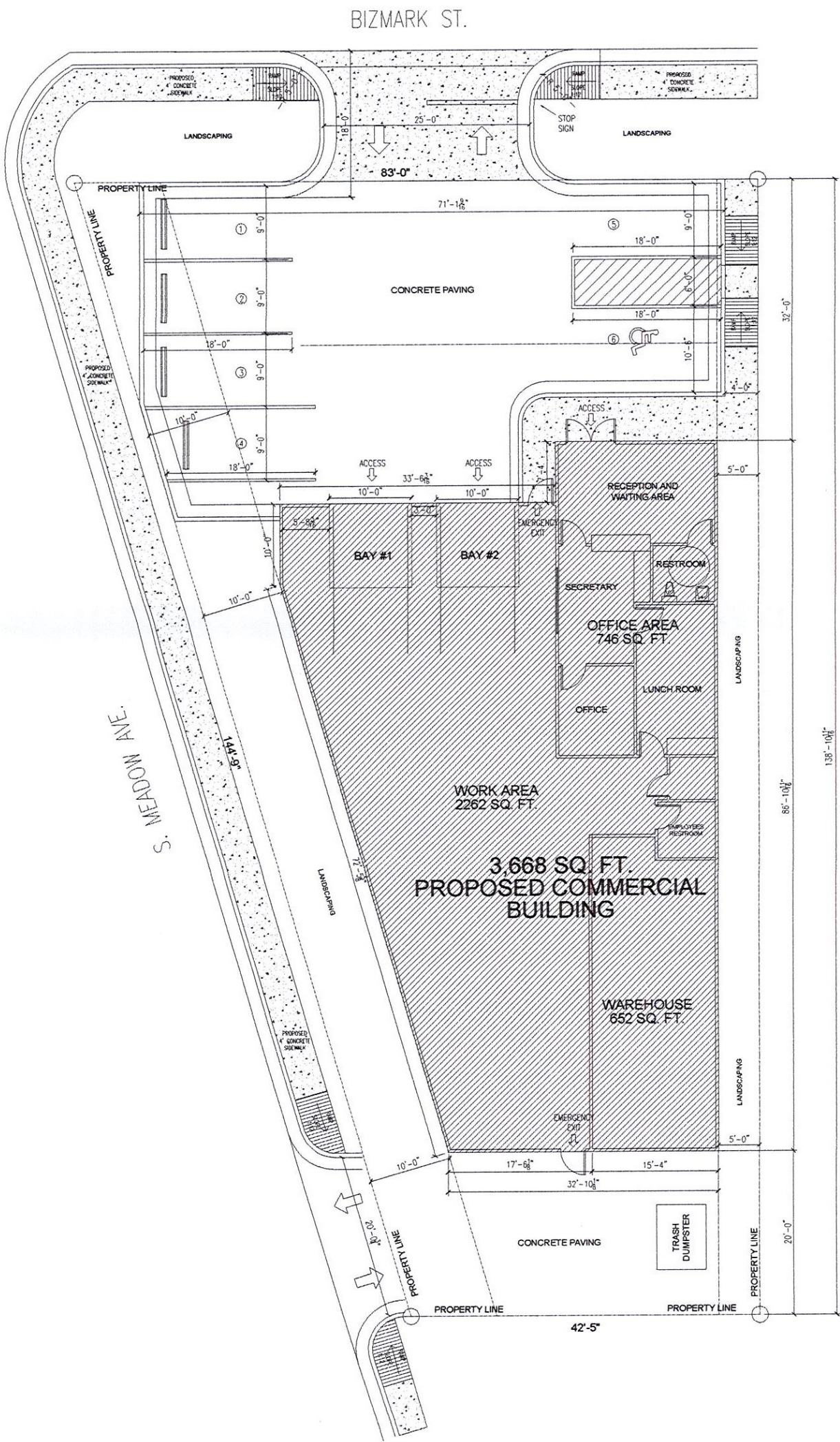
My future plans are to open a Auto Glass Shop replacement.  
The services that will be given are replace windshield glass,  
door glass ,back glass and quarter glass from different car brands.  
We will count with 3 employees , Our hours will be from  
Monday - Friday from 9am – 6 pm and  
Saturday's from 9 am - 3pm .

Thanks.



**EXHIBIT "B"**





**LEGAL DESCRIPTION**  
SUBDIVISION: EASTERN DIVISION  
BLOCK: 1068 AND URBANH AVE.  
LOT: 4



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Mario I. Maldonado, Jr. Acting Airport Manager

---

**SUBJECT**

**2016-O-169** Approving the public sale of a tract of land containing 32,552 square feet, more or less, legally described as a portion of Block No. 10, Subdivision Plat of Laredo International Airport, Building No. 55 located at 4818 Thomas Avenue and authorizing the City Manager to execute all conveyance documents to sole bidder Region One Education Service Center in the amount of \$580,000.00; and providing for effective date.

**PREVIOUS COUNCIL ACTION**

Approval of Introductory Ordinance by City Council on October 17, 2016.

**BACKGROUND**

Region One Education Service Center currently leases the subject property from the Laredo International Airport and has been a tenant since the year 2000. The lease agreement ended September 30, 2016.

Region One Education Service Center expressed interest in purchasing the property. Notice of Public Sale was published in the Laredo Morning Times on August 27, 2016 and September 03, 2016. The minimum bid acceptable was the appraised fair market value of Block No. 10 of \$571,500.00. Region One Education Service Center was the sole bidder submitting a bid in the amount of \$580,000.00.

**COMMITTEE RECOMMENDATION**

On October 12, 2016 the Airport Advisory Board recommended approval.

**STAFF RECOMMENDATION**

Approval of Final Ordinance.

---

**Fiscal Impact**

<b>Fiscal Year:</b>	2017
<b>Budgeted Y/N?:</b>	Y
<b>Source of Funds:</b>	Sale of Land
<b>Account #:</b>	2420003741000

---



**Change Order: Exceeds 25% Y/N: N**

**FINANCIAL IMPACT:**

Account number is 242-0000-374-1000 (Proceeds/Sale of Land).

---

**Attachments**

ORDINANCE 2016-O-169

---



## **ORDINANCE 2016-O-169**

**APPROVING THE PUBLIC SALE OF A TRACT OF LAND CONTAINING 32,552 SQUARE FOOT, MORE OR LESS, LEGALLY DESCRIBED AS A PORTION OF BLOCK NO. 10, SUBDIVISION PLAT OF LAREDO INTERNATIONAL AIRPORT, BUILDING NO. 55 LOCATED AT 4818 THOMAS AVENUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CONVEYANCE DOCUMENTS TO SOLE BIDDER REGION ONE EDUCATION SERVICE CENTER IN THE AMOUNT OF \$580,000.00; AND PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, the Airport Director recommends approving the Public Sale of a tract of land containing 32,552 square foot, more or less, legally described as a portion of Block No. 10, Subdivision Plat of Laredo International Airport, Building No. 55 located at 4818 Thomas Avenue and authorizing the City Manager to execute all conveyance documents to sole bidder Region One Education Service Center in the amount of \$580,000.00; and

WHEREAS, the Airport Director recommends that the City Council approve the sale of the subject property to Region One Education Service Center as being in the best interest of the City and the Laredo International Airport, and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

Section 1: The City Manager be and is hereby authorized to execute all conveyance documents to Region One Education Service Center.

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:

\_\_\_\_\_  
HEBERTO L. "BETO" RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: \_  
RAÚL CASSO  
CITY ATTORNEY







**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Mario I. Maldonado, Jr. Acting Airport Manager

---

**SUBJECT**

**2016-O-170** Authorizing the City Manager to execute an Automobile Rental Concession and Lease Agreement with Avis Rent A Car, Enterprise Rent A Car/National Car Rental, and Hertz, for office counter space and parking spaces located at the Laredo International Airport Passenger Terminal 5210 Bob Bullock Loop. Lease term is for three (3) years commencing on December 1, 2016, and ending on November 30, 2019. Minimum Annual Guarantee (MAG) shall be bid amount or ten percent (10%) of gross sales, whichever is greater; providing for an effective date.

**PREVIOUS COUNCIL ACTION**

Approval of Introductory Ordinance by City Council on October 17, 2016.

**BACKGROUND**

On March 19, 2016 and March 26, 2016, The City went out on bids for a car rental concession at the Laredo International Airport.

On August 31, 2016, The City received three proposals from interested parties for the operation of Rental Car Agency Concession and Lease Agreements at the Airport Passenger Terminal. Consideration of award of the locations is based on the highest offers with a Minimum Annual Guarantee (MAG) in accordance with the bid specifications which is \$85,000.00 or ten percent (10%) of the annual gross sales derived from the operation of the leased premises, whichever is greater.

For years 2 and 3 of the concession and lease agreement, the MAG is subject to re-adjustment based on prior year gross sales.

Following is a bid tabulation of respondents for the car rental agency locations within the airport passenger terminal:

<b>Car Rental Agency</b>	<b>Bid MAG Amount</b>	<b>Minimum Bid Required Amount</b>	<b>Variance</b>	<b>Monthly Rent</b>
Avis Rent A Car	\$87,500.00	\$85,000.00	\$2,500.00	\$1,050.00
Enterprise Rent A Car	\$168,915.78	\$85,000.00	\$83,915.78	\$1,470.00
Hertz	\$ 85,500.00	\$85,000.00	\$500.00	\$903.33



## **COMMITTEE RECOMMENDATION**

On October 12, 2016 the Airport Advisory Board recommended approval.

## **STAFF RECOMMENDATION**

Approval of Final Ordinance.

---

### **Fiscal Impact**

**Fiscal Year:** 2017

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:** 242-0000-361-3004

**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

Account No. 242-000-361-3004: \$28,492.98 Monthly MAG Concession Fee.

**Fiscal Year:** 2017

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:** 242-0000-361-1060

**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

Account No. 242-0000-361-1060: \$3,423.33 Monthly Office & Counter/Parking Rent.

---

### **Attachments**

ORDINANCE 2016-O-170

Lease Agreement Draft

---



## **ORDINANCE 2016-O-170**

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AUTOMOBILE RENTAL CONCESSION AND LEASE AGREEMENT WITH AVIS RENT A CAR, ENTERPRISE RENT A CAR/NATIONAL CAR RENTAL, AND HERTZ, FOR OFFICE COUNTER SPACE AND PARKING SPACES LOCATED AT THE LAREDO INTERNATIONAL AIRPORT PASSENGER TERMINAL 5210 BOB BULLOCK LOOP. LEASE TERM IS FOR THREE (3) YEARS COMMENCING ON DECEMBER 1, 2016, AND ENDING ON NOVEMBER 30, 2019. MINIMUM ANNUAL GUARANTEE (MAG) SHALL BE BID AMOUNT OR TEN PERCENT (10%) OF GROSS SALES, WHICHEVER IS GREATER; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Airport Director recommends that the City Council approve the proposed Automobile Rental Concession and Lease Agreements between the City of Laredo, as LESSOR, and Avis Rent A Car, Enterprise Rent A Car/National Car Rental, and Hertz, as LESSEE, for office counter space and parking spaces located at the Laredo International Airport Passenger Terminal 5210 Bob Bullock Loop, lease term is for three (3) years commencing on December 1, 2016, and ending on November 30, 2019. Minimum Annual Guarantee (MAG) shall be bid amount or ten percent (10%) of gross sales, whichever is greater 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 Director and the Airport Advisory Board finds that said Rental Car Agency Concession and Lease Agreements are 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 Director 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 Automobile Rental Concession and Lease Agreements between the City of Laredo, as LESSOR, and Avis Rent A Car, Enterprise Rent A Car/National Car Rental, and Hertz, as LESSEE, for office counter space and parking spaces located at the Laredo International Airport Passenger Terminal 5210 Bob Bullock Loop, 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:

\_\_\_\_\_  
HEBERTO L. "BETO" RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY



SAMPLE

**ON-AIRPORT AUTOMOBILE RENTAL  
CONCESSION AND LEASE  
AGREEMENT-CITY OF LAREDO  
AND XX, LLC DBA XXXXXXXXXX  
RENT-A-CAR**

**STATE OF TEXAS     §**

**COUNTY OF WEBB     §**

THIS CONCESSION AND LEASE AGREEMENT ("**Agreement**"), and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **CITY OF LAREDO**; a home-rule municipality in the County of Webb, State of Texas ("**CITY**"), and **XX, LLC**, doing business as **XXXXXX RENT-A-CAR**, a Limited Liability Company operating under the laws of the State of **XXXXXX** ("**CONCESSIONAIRE**").

**RECITALS**

**WHEREAS**, CITY owns and operates the terminal building for the Laredo International Airport located in Laredo, Texas ("**Airport**");

**WHEREAS**, car rental services at the Airport are essential for proper accommodation of passengers arriving at and departing from the Airport;

**WHEREAS**, CITY desires to make said services available at the Airport and CONCESSIONAIRE is qualified, ready, and able to perform or see to the performance of said services, and to furnish or see to the furnishing of facilities for use in connection therewith.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual terms, covenants, and conditions stated in this Agreement, the parties hereto covenant and agree, for themselves, their successors and assigns, as follows:

**ARTICLE I  
RIGHTS**

CITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby accepts the right to conduct and operate an on-property rental car concession at the Airport and lease real property and improvements located on Airport property related to such concession ("**Concession**"). Such rights and the use of the premises described in this Agreement are granted for the purpose of providing car rental services for the public furnished by CONCESSIONAIRE or by member of the CONCESSIONAIRE'S system. CONCESSIONAIRE shall also have the right to offer, in connection with its car rental business, offer products and services which are related and incidental to the rental car concession operation to its customers. Any additional services by CONCESSIONAIRE must be approved in writing by the City's Airport Manager ("**Manager**"). The Concession awarded in this Agreement confers upon CONCESSIONAIRE only the right and



obligation to conduct the Concession employing only new cars that are not older than three (3) years from the date of original manufacture to the time at which they are made available for rental to the public. For purposes of this Agreement, "cars" shall mean any non- chauffeured, self-propelled motor vehicle on four wheels for passenger transportation with a maximum capacity of fifteen (15) passengers (including driver). Self-haul (such as U-Haul<sup>TM</sup>), freight or cargo trucks, delivery vans and trailers, and motor homes do not qualify as cars under this Agreement, and rentals of such vehicles are not permitted at the Airport.

## **ARTICLE II**

### **NON-EXCLUSIVE CONCESSION**

The Concession granted in this Agreement is a nonexclusive concession, and CITY shall have the right to deal and perfect arrangements with any other firm, individual, or corporation for engaging in like activities; provided, however, that no such on-airport arrangement may contain terms or conditions more favorable to any other concessionaire than those granted to CONCESSIONAIRE in this Agreement (excluding differences related to the number of allocated parking spaces, the location of the concession area, and the location of service and maintenance facilities, which are all determined by the minimum annual guarantee provisions under this Agreement), including any rents, fees, or guarantees provided for in this Agreement.

## **ARTICLE III**

### **PREMISES**

For purposes of this Agreement, "Market Share" shall mean the percentage of an individual Concessionaire's Gross Revenues to the total of all Gross Revenues for all concessionaires operating under this Agreement, or similar concession agreements, for the term of this Agreement.

- a. **Location of Counter and Office Space.** The CITY shall allocate the location of CONCESSIONAIRE'S check-in counter and office space according to the Bid MAG ("minimum annual guarantee") amounts of the selected rental car concessionaires. The concessionaire with the highest Bid MAG will choose the preferred location of the counter first; the second highest share will choose its preferred general location next; and continue in order in the same manner until all rental car concessionaires have chosen a section of counter and the companion back office area. If CONCESSIONAIRE, immediately prior to the execution of this Agreement, was a current On-Airport Rental Car Concessionaire, CONCESSIONAIRE may elect, upon its turn in order of Bid MAG priority, to retain its existing rental counter location. Otherwise, the successful Respondents, pursuant to the bid results, will pick their location of rental car counter space from the then-available locations by the amount of bid, from highest to lowest. This process will continue until all locations are filled.
- b. CONCESSIONAIRE'S counter and office space No. **XX** ("Counter and Office Space") is shown on Exhibit "A" attached to this Agreement and made a part hereof.



- c. **Rental for Counter and Office Space.** Unless this Agreement is sooner terminated as stated in this Agreement, CONCESSIONAIRE shall pay to CITY, without notice or demand, rent for the use of **xxx** square feet Counter and Office Space and for the right and privilege of doing business at the Airport during the term of this Agreement, free from any and all claims, deductions, and setoffs against CITY, a terminal rental rate in the amount of \$**xxx**.00 per month on or before the 1st day of each month, during the term of this Agreement. All rents for Counter and Office Space are subject to the general payment provisions set forth in this Agreement. Non-payment of the terminal rental rate shall constitute a breach of this Agreement.
- d. **Allocation of Parking Spaces.** Subject to a minimum allocation of **xxxx (xx)** Parking Spaces, the allocation of Parking Spaces shall be based upon each successful bidder's individual Bid MAG to the total of all Bid MAG amounts for all successful bidders for the rental car concession.
- e. **Location of Parking Spaces.** The location of the ready return car area ("Parking Spaces") will be determined by the CITY, in the CITY'S sole discretion. The CITY will coordinate with the on-Airport Concessionaires as to the preferred section for Parking Spaces. The rental car concessionaire with the highest Bid MAG will choose the preferred section of the Parking Spaces first; the second highest share will choose its preferred general location next; and continue in order in the same manner until all on-Airport rental car concessionaires have chosen a preferred location for Parking Spaces.
- f. Concessionaire's Parking Spaces Section No. **XX** are shown on Exhibit "B" attached to this Agreement and made a part hereof.
- g. **Pavement Numbering and Striping Plan.** An initial numbering and striping plan, including the determination of the size and location of each Parking Space and all numbering sequences shall be developed by the CITY in its sole determination after consultation with the rental car concessionaires. The numbering and renumbering, and striping and re-striping, shall be done by the CITY. In the event CONCESSIONAIRE desires to add a company logo or other identifier on the pavement for CONCESSIONAIRE'S Parking Spaces, CONCESSIONAIRE shall provide to the CITY the signage program for such pavement markings, such signage program to be approved in writing by the CITY. The approval of the signage program presented by CONCESSIONAIRE shall be at the sole discretion of the CITY.
- h. **Rental for Parking Spaces.** Unless this Agreement is sooner terminated as set out in this Agreement, CONCESSIONAIRE shall pay to CITY, without notice or demand, rent for the use of the Parking Spaces and for the right and privilege of doing business at the Airport during the term of this Agreement, free from any and all claims, deductions, and setoffs against CITY a Parking Spaces rental rate in the amount of \$20.00 per parking space per month on or before the 1st day of each month, during the term of this Agreement. The Parking Spaces rental rate is based on



the average cost of providing vehicular parking areas for tenants and passengers using the Airport, and such Parking Spaces rental rate is hereby subject to change at any time during the term of this Agreement if and when the costs for vehicular parking areas are recalculated by the CITY. CITY shall provide CONCESSIONAIRE thirty (30) days written notice to any change to the Parking Spaces rental rate as provided in this Agreement and CONCESSIONAIRE shall be obligated to pay the Parking Spaces rental rate in the following month's rental payment. All rents for Parking Spaces are subject to the general payment provisions set forth in this Agreement. Non-payment of the Parking Spaces rental rate shall constitute a breach of this Agreement.

- i. The City agrees that it will not claim or have a lien of any kind, be it contractual or statutory, on or against Concessionaire's motor vehicles for non-payment of any rent or fees due under the Agreement, or for any default of Concessionaire or any other reason, and the City hereby, under this Agreement, waives all such liens as these solely related to motor vehicles that are available to the City. The City recognizes that Concessionaire's motor vehicles may have perfected security and financing agreements filed against them by lending institutions.

#### **ARTICLE IV** **GUARANTEED PERCENTAGE REVENUES**

- a. **Concession Fee.** The CONCESSIONAIRE shall pay to CITY, without notice or demand, a concession fee ("Concession Fee") which is the greater of a fee based on a percentage of Gross Revenues or minimum annual guarantee (Percentage Fee or MAG). This fee is for the privilege of doing concession business at the Airport during the term of this Agreement. This fee shall be free from any and all claims, deductions, or setoffs against CITY.
- b. **MAG.** During the first year of this Agreement, CONCESSIONAIRE agrees to pay to CITY a yearly MAG ("minimum annual guarantee") of \$XX. Each such annual MAG amount shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments in the monthly amount of \$XX, each such monthly installment to be due and payable on the first (1st) day of each calendar month during such period. After the first year of this Agreement, this MAG is subject to adjustment as provided in Article IV(c) and (f) of this Agreement.
- c. **Adjusted MAG.** For the second and each subsequent Agreement year, the MAG shall be an amount equal to eighty-five percent (85%) of the Concession Fee (whether by MAG or percentage fees) paid or payable by CONCESSIONAIRE to the CITY for the previous Agreement year or the Bid MAG (the MAG established for the first Agreement Year), whichever is greater but not less than the Minimum Proposal MAG of \$XX. Non- payment of the Adjusted MAG shall constitute a breach of this Agreement.
- d. **Percentage Fee.** Percentage Fee shall be the amount equal to ten percent (10%) of



CONCESSIONAIRE'S Gross Revenues.

- e. **Percentage Fee Due Date.** On or before the fifteenth (15th) day of each and every month during the term of this Agreement, beginning with the second month of the term of this Agreement and including the month following the termination of this Agreement, CONCESSIONAIRE shall pay to CITY the Percentage Fee based on the Gross Revenues of the CONCESSIONAIRE for the preceding month.
- f. **Annual Adjustments.** CONCESSIONAIRE'S Concession Fee shall be subject to readjustment, per Section IV (c), at the end of each Agreement year during the term of this Agreement. CONCESSIONAIRE shall pay to CITY the greater amount of the Percentage Fee or MAG.
- g. **General Payment Provisions.** All payments of money required to be made by CONCESSIONAIRE to CITY in this Agreement shall be made when due in legal tender of the United States of America at CITY'S office at the Airport, or at such other place as CITY may designate in writing. Any amount payable which shall not have been paid when due shall bear interest at the rate of eighteen percent (18%) per annum or \$500.00, whichever is greater, subject to applicable laws, which shall be paid by CONCESSIONAIRE in addition to such overdue amounts payable.
  - 1. **Accrued Fees.** The termination of this Agreement by the lapse of time, CONCESSIONAIRE'S limited right of termination, or otherwise, shall not relieve CONCESSIONAIRE of its obligation to pay all fees or charges accrued during the period in which this Agreement is in effect and are unpaid at the time of termination.
  - 2. **Pro Rata Payment.** If this Agreement commences or terminates without fault of CONCESSIONAIRE on any day other than the first or last day, respectively, of any calendar month, the applicable rents, fees, and charges for said month shall be paid pro rata in the same proportion that the number of days this Agreement is in effect for that month bears to the number of days in that month.
  - 3. **Failure to Pay.** If CONCESSIONAIRE fails to pay any of the following: Counter and Office Space rentals, Parking Spaces rentals, MAG, Adjusted MAG, Percentage Fee, Annual Adjusted Fee, Concession Fee, or any other rate established by CITY in any given Agreement Year, this Agreement shall terminate and CONCESSIONAIRE shall vacate the premises after ten (10) days notice from the CITY. Upon such termination, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued but unpaid rent.
- h. **Gross Revenues Statement.** On or before the 15th day of each month, CONCESSIONAIRE shall provide CITY with a certified statement of CONCESSIONAIRE'S Gross Revenues, CONCESSIONAIRE'S transaction information, and other information as required by the CITY, signed by a business



partner or officer of CONCESSIONAIRE for the preceding month ("Gross Revenues Statement"). If such Gross Revenues Statement is not received on time, then CONCESSIONAIRE agrees to pay an additional fifteen percent (15%) of the Concession Fee or \$500.00, whichever is greater, subject to applicable laws.

- i. For the purposes of this Agreement, "Gross Revenues" means the total amount charged by CONCESSIONAIRE, whether by cash, credit, or otherwise, including any separately stated fees and charges, related to CONCESSIONAIRE'S rental car business as authorized by this Agreement, any activities related directly to that business, and any other business of CONCESSIONAIRE in the rental car areas or elsewhere at the Airport, including but not limited to the terminal, fixed base operators, and Airport property. Gross Revenues applies to all cars supplied by CONCESSIONAIRE to its customers at the Airport, without regard to the manner in which, or place at which, the rental car agreement is entered into and without regard to whether the car is owned, leased, or otherwise held by CONCESSIONAIRE. All revenue is included in Gross Revenues unless specifically excluded by this Agreement. Gross Revenues includes, but is not limited to:
  1. **Time and mileage.** The time and mileage charges paid or payable to CONCESSIONAIRE whether by cash, credit or otherwise.
  2. **Insurance.** All monies paid or payable from the sale of personal accident insurance, or any insurance of a similar nature, as part of an authorized car rental agreement.
  3. **Waiver.** Fees received by CONCESSIONAIRE to waive deductibility in insurance.
  4. **Fuel.** All monies collected from or charges to customers as reimbursement for refueling a car returned pursuant to a rental agreement under which the customer is obligated to return the car with a full tank of gas and all monies collected from or charged to customers in advance for gas, pursuant to a rental agreement.
  5. **Car exchange.** Monies paid to CONCESSIONAIRE for rental car contracts entered into at the Airport although the car initially rented is exchanged elsewhere and a new contract is submitted.
  6. **Other money collected.** All other monies collected from customers (including, but not limited to, monies from additional drivers, underage drivers, rental of portable telephones, child restraint seats, satellite navigation systems or other technology, and other items of personal property) except those specifically excluded by this Agreement.
  7. **Concession recovery fee.** Any amount that CONCESSIONAIRE separately states and charges to a customer to recover the amount of Concession Fee or any other fees paid to CITY not specifically by this Agreement.



j. Unless revenues from CONCESSIONAIRE'S rental car business are expressly and particularly excluded from Gross Revenues under this Agreement, such revenues shall be included in Gross Revenues. Revenues that may be derived from sources similar but not identical to those described in this Agreement shall be included in Gross Revenues unless expressly excluded by this Agreement. Gross Revenues specifically excludes:

1. **Recovery of damages.** Charges to CONCESSIONAIRE'S customers for repairs to cars damaged by such customers to the extent such charges do not exceed the actual cost of repair or replacement.
2. **Recoup of expenses.** Charges to CONCESSIONAIRE'S customers for towing, parking tickets, traffic and red light tickets, tolls, impound fees, and damages by such customers of CONCESSIONAIRE'S cars.
3. **Taxes.** Monies collected from CONCESSIONAIRE'S customers for federal, state, county, or municipal taxes specifically identified as such now in effect or in this Agreement after levied. No deduction from Gross Revenues shall be allowed for such items including franchise taxes, payroll taxes, or taxes levied on CONCESSIONAIRE'S activities, facilities, equipment, operations, real or personal property.
4. **Theft.** Uncollected charges arising from the theft or conversion of CONCESSIONAIRE'S cars.
5. **Salvage.** Monies associated with the purchase, sales, damage, salvage, or disposal of cars.
6. **Customer Facility Charge (CFC).** Monies collected from CONCESSIONAIRE'S customers for Customer Facility Charges. The CONCESSIONAIRE shall be allowed to charge \$3.50 per contract day as an Customer Facility Charge or an amount allowed by Manager, which shall be remitted to the Airport each month on or before the 15th day of the month, in accordance with the payment provisions in Article IV(g) and (h). This Airport Customer Facility Charge amount is hereby subject to change at any time during the term of this Agreement.

k. CONCESSIONAIRE may not reduce Gross Revenues by any of the following:

1. **Volume discounts.** Corporate or volume rebates unless CONCESSIONAIRE can establish for each corporate or volume customer invoice: (a) the amount of the rebate; (2) that the customer has a contractual right to the rebate; and (3) that the amount CONCESSIONAIRE claims as an exclusion from Gross Revenues is attributable to rental car transactions at the Airport by that corporate or volume customer. Gross Revenues may not be reduced by volume discounts



unless the discount is documented for each transaction and the documentation is submitted with CONCESSIONAIRE'S monthly report.

2. **Credits for out-of-pocket purchases.** Credits given to CONCESSIONAIRE'S customers for such things as out-of-pocket purchases of gas, oil, or emergency services, regardless of where made, may not be deducted from Gross Revenues.
3. **No diversion of rental car revenue.** Diversion, through direct or indirect means, of rental car revenues from the inclusion in Gross Revenues, as defined in this Agreement is prohibited. Diversion shall include, but not be limited to, the following situations: shortage of rental cars at the Airport while having rental vehicles available elsewhere in the Laredo Metropolitan Area; renting such vehicle to a potential customer that arrived at the Airport and not including the resulting rental car revenue as Gross Revenues as defined under this Agreement; and the taking of a reservation, advertising, or suggesting to a potential customer arriving at the Airport that the customer rent a car at a location other than at the Airport regardless of the reason, and not including the revenue resulting from such transaction in Gross Revenues. In addition to all other remedies available by law, CITY may terminate this Agreement upon a determination by the CITY that the CONCESSIONAIRE has intentionally diverted revenue as described in this Agreement.
4. **Bad debts.** CONCESSIONAIRE shall have the right to conduct all or a part of its business on a credit basis; provided, however, that the risk of such operation shall be borne by CONCESSIONAIRE, and CONCESSIONAIRE shall include as Gross Revenues any charge that CONCESSIONAIRE customarily makes for goods and services even though CONCESSIONAIRE fails to actually collect such a charge (i.e., there shall be no charge-backs of bad debt).
1. CONCESSIONAIRE shall furnish within ninety (90) days after the close of each Agreement year a written statement by an independent certified public accountant, authorized representative, or company Chief Financial Officer to CITY stating that, in their opinion, the Percentage Fee paid by CONCESSIONAIRE to CITY during the preceding year pursuant to this Agreement was made in accordance with the terms of this Agreement. Such statement shall cover the dates of the Agreement year only, not the CONCESSIONAIRE'S fiscal year. Such statement shall also contain a list of the Gross Revenues as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to CITY during the period covered by the statement. If the statement reveals, after review and verification by the CITY, that the CONCESSIONAIRE has overpaid its Percentage Fee to the CITY, the amount shall be handled by a credit memo issued by the Laredo International Airport on the next payment following the statement. Failure on the part of CONCESSIONAIRE to submit this required statement via Certified Mail or equivalent within ninety (90) days after the close of each Agreement year will result in the CITY assessing a late processing fee of five hundred dollars (\$500.00) for each month or fraction of a month that the statement is past due.



- m. CONCESSIONAIRE shall maintain a true and accurate set of books and records which, among other things, show all sales made and services performed for cash, credit, or otherwise. CITY may audit CONCESSIONAIRE'S books and records in regards to Concession with the City of Laredo at any time by a Certified Public Accountant selected by the CITY. If the report discloses an error in CONCESSIONAIRE'S books resulting in an underpayment to CITY greater than two percent (2%) of the annual rental Concession Fee due, all expenses of the audit shall be paid by CONCESSIONAIRE together with any sum disclosed by the audit to the CITY. Further, CONCESSIONAIRE shall pay CITY an under-reporting penalty of fifty percent (50%) of the total amount due. In all other cases, CITY shall pay the cost of the audit. The final report of the Certified Public Accountant retained by CITY is conclusive upon both parties.
- n. CONCESSIONAIRE shall not notate the concession pass-through fee as an "Airport Concession Fee or Tax" on customer invoices nor use any other explanation that would indicate to the customer that the Airport has imposed a fee on each car rental transaction. The concession recovery fee or recoupment fee stated on the invoice and charged to the customer shall not exceed 11.11 percent (11.11%) of the total charge to the customer prior to the assessment of the concession recovery fee or recoupment fee.
- o. CONCESSIONAIRE shall post with the CITY a performance bond to be maintained for the thirty six (36) month period referred to in Article XX for the amount of one-half (6 months) of the MAG stated in Article IV(b). The financial guarantee may be in the form of a surety bond, or a cashier's check payable without recourse to the CITY of Laredo. If CONCESSIONAIRE submits a bond, then that bond shall be issued by a surety company acceptable to the CITY and authorized to do business in the State of Texas, and shall be in a form and content satisfactory to the CITY. Any performance bond must be provided from a surety that has a rating of "A" from AM BEST, MOODY'S, or STANDARD & POOR'S. It is the responsibility of the CONCESSIONAIRE to ensure that the performance bond does not expire and ensure that a renewal bond is received by the CITY before the previous bond's expiration. Expiration of the bond shall result in a \$300.00 penalty per month until a new bond is received and may further result in the termination of the CONCESSIONAIRE'S Agreement with the CITY. If CONCESSIONAIRE terminates the Agreement (either voluntarily or involuntarily) before the completion of the full term, then CONCESSIONAIRE shall be responsible for a full twelve (12) months of the MAG and must pay another six (6) months of the MAG (in addition to the six-month performance bond) or until CONCESSIONAIRE'S spot is filled to ensure that the CITY is made whole.
- p. **RAC Program.** CONCESSIONAIRE acknowledges that CITY is pursuing the future relocation and expansion of rental car facilities and operations at the Airport to provide adequate facilities and services of the type and character required by rental car companies to meet the needs of air travelers, passengers, and visitors at,



and customers and users of, the Airport ("RAC Program"). The CITY shall coordinate the RAC Program with CONCESSIONAIRE and others in the rental car industry throughout the term of this Agreement. The CITY intends to establish a working group consisting of representatives from each of the rental car concessionaires at the Airport, including off Airport or other industry rental car companies, which will meet periodically as necessary to review the CITY's plans for the future RAC Program, and the current rental car facilities and operations, parking practices, car movement, and security and safety procedures, as well as continue throughout the Agreement term to address other issues of mutual interest. Notwithstanding such coordination, the CITY retains the right to develop and implement regulations governing the coordination of rental car operations at the Airport and make all final decisions on all Airport facility development.

- q. **Relocation Rights.** As the development of the RAC Program and the Airport's Terminal Master Plan continues, existing or additional rental car facilities may temporarily or ultimately be located in another part of the Airport. In the event the rental car facilities at the Airport or any part thereof, including CONCESSIONAIRE'S premises in this Agreement or any part thereof, are required to be relocated during the term of this Agreement (either on an interim or permanent basis), CONCESSIONAIRE hereby agrees in conjunction with the CITY and other rental car concessionaires, to develop a transition plan to be used in making the transition from current rental car premises, including CONCESSIONAIRE'S premises, to the new area. The CITY shall use reasonable efforts to require that any transition plan for relocation shall not unduly and materially impact the competitive position of any individual rental car concessionaire. Additionally, it may require that such transition plan provide assurances that any individual rental car concessionaire not be permitted to engage in any activity or place any structures or signage on an interim or permanent basis in conjunction with a relocation that unreasonably impedes CONCESSIONAIRE'S business operations at the Airport. The City shall have the final decision regarding placement or removal of signs or structures. The CITY shall provide advance written notice to CONCESSIONAIRE as to the date for relocation and CONCESSIONAIRE'S premises subject to the relocation. The CONCESSIONAIRE shall be required to confirm its concurrence of such relocation in writing within sixty (60) days following the receipt of CITY'S notice. In the event CONCESSIONAIRE does not agree to the required relocation or does not provide CITY written confirmation as provided for in this Agreement, this Agreement shall terminate and CONCESSIONAIRE shall vacate the premises after sixty (60) days notice from the CITY. Upon such termination, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued but unpaid rent.
- r. **Relocation Costs.** In the event rental car facilities at the Airport or any part thereof, including CONCESSIONAIRE'S premises in this Agreement or any part thereof, are required to be relocated during the term of this Agreement (either on an interim or permanent basis), the CITY shall pay all costs associated with providing replacement facilities that are, to the extent reasonably possible under the



circumstances, reasonably comparable to the existing premises subject to the relocation. CONCESSIONAIRE shall be responsible for all moving expenses, installation of equipment and other relocation costs not associated with the physical construction of the replacement facilities. In the event that it is necessary to relocate CONCESSIONAIRE'S premises during the last six (6) months of the term of this Agreement, City shall pay all reasonable costs (excluding CONCESSIONAIRE'S employee costs) associated with such relocation.

- s. **Vacated Space.** CITY shall the right but not the obligation to re-bid any premises vacated pursuant to the terms of this Agreement. In the alternative, CITY may include any vacated premises in the reallocation of Parking Spaces or Counter and Office Space for the current rental car concessionaires, or any other lawful use at the discretion of the CITY.
- t. **New Bid Process.** As an explicit condition of the award of this Concession to CONCESSIONAIRE, CONCESSIONAIRE agrees that, in the event the RAC Program is finalized and ready for occupancy for rental car concessions prior to the expiration of this Agreement, the CITY may, in the sole discretion of the CITY, elect to enter into a new bid process for the rental car concessions to be located in facilities comprising the RAC Program. In the event that the CITY elects to initiate the new bid process during the term of this Agreement, CONCESSIONAIRE hereby agrees that this Agreement shall remain in full force and effect only until such time as the new rental car concession agreement term begins, (as such term is set forth in the new concession agreement documents for successful bidders pursuant to the new bid process), whether or not CONCESSIONAIRE is a successful bidder in the new bid process. Upon such termination of this Agreement, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued and unpaid rent or fees.
- u. **Customer Facility Charge "CFC" Program.** As a component for the potential funding for the RAC Program, the CITY will pursue the authorization to implement a Customer Facility Charge ("CFC"). A CFC is a fee, mandated by the CITY, to be collected by CONCESSIONAIRE for the benefit of CITY from its customers that rent or otherwise enter into a similar arrangement for the use of a car with CONCESSIONAIRE, as such fee may be determined by CITY prior to, subsequent to, or during the term of this Agreement and for any lawful purpose as to be determined by CITY to include, but not to be limited to, the construction, renovation, repair, operating, and maintenance costs of existing and future facilities that are allocable or attributable to the operations of the rental car concessions at the Airport in accordance with CFC Ordinance.
- v. **CFC Implementation.** At the election of CITY, in its sole discretion, CONCESSIONAIRE agrees to collect and remit a CFC from each customer that rents or otherwise enters into a similar arrangement for the use of a car with CONCESSIONAIRE at the Airport. The determination of the amount of the CFC, the application of the CFC to the rental transaction or transaction days or



other unit of measure, the commencement date of the CFC, the locations of CONCESSIONAIRE that are subject to the CFC, and all other financial and administrative matters relating to the imposition, collection, and remittance of a CFC by and from CONCESSIONAIRE will be determined by CITY in accordance with CFC Ordinance from time to time and communicated to CONCESSIONAIRE by written notice, which imposition date will be no earlier than forty-five (45) days after the date of submission of the notice to CONCESSIONAIRE.

- w. **Transaction Data Records.** Upon commencement of this Agreement and regardless of whether CITY has elected to impose a CFC, CONCESSIONAIRE shall collect and retain transaction data, including the number of car rental transactions, time of each rental car transaction, the number of car rental transaction days, and any other data or unit of measure which may be reasonably necessary to quantify transaction activity of CONCESSIONAIRE conducted as part of this concession Agreement. The data collected and retained by CONCESSIONAIRE shall be typical data utilized by the rental car industry in Airport programs where a CFC is collected and remitted. On or before the 15th day of each month, CONCESSIONAIRE shall provide CITY with a certified statement of CONCESSIONAIRE'S Transaction Data Records, CONCESSIONAIRE'S transaction information, and other information as required by the CITY, signed by a business partner or officer of CONCESSIONAIRE for the preceding month ("Transaction Data Records Statement"). If such TDR Statement is not received on time, then CONCESSIONAIRE agrees to pay a fee of \$500.00, subject to applicable laws. The CITY may request this information from time to time during the term of this Agreement. CONCESSIONAIRE shall, upon request, provide to CITY or a designated agent of CITY within thirty (30) days a transaction data statement for CONCESSIONAIRE'S car rentals or other transactions conducted during the term of this Agreement, as well as historical transaction data conducted during previous years.



**ARTICLE V**  
**CONCESSIONAIRE'S RIGHTS**

During the term hereof CONCESSIONAIRE shall have, and CITY hereby gives and grants to CONCESSIONAIRE, the following additional rights:

- a. The right, at CONCESSIONAIRE'S sole expense, to erect upon the premises occupied by it, and thereafter maintain, such improvements as may be required in connection with CONCESSIONAIRE'S operations in this Agreement and to install such equipment and facilities as CONCESSIONAIRE may deem necessary or desirable; provided, however, that no such improvement shall be made or installed by CONCESSIONAIRE without the prior written consent of CITY, such improvements cannot impede or obstruct visibility or access of the other rental car concessionaires at the Airport, and CONCESSIONAIRE covenants and agrees prior to the installation or making of any such improvement, to submit the general plan, location, design, and character thereof to CITY for approval, which approval, CITY agrees, shall not be unreasonably withheld or delayed.
- b. The right, at CONCESSIONAIRE'S sole expense, to install upon the premises covered by this Agreement, and thereafter to operate and maintain, illuminating and non-illuminating signs advertising CONCESSIONAIRE'S business on the premises occupied by it in this Agreement; provided, however, that no such improvement shall be made or installed by CONCESSIONAIRE without the prior written consent of CITY.
- c. The right upon any termination of this Agreement, and within a reasonable time thereafter, to remove such items as signage and portable fixtures and equipment that may have been installed in or upon the premises at the Airport by CONCESSIONAIRE, pursuant to paragraphs (a) and (b) of this article. In the event CONCESSIONAIRE does not remove such items within a reasonable time and after notification by CITY, CONCESSIONAIRE agrees that CITY may remove such items at CONCESSIONAIRE'S expense and at no liability to CITY.
- d. All such modifications and installations shall conform to all applicable Federal, State and City laws, rules, regulations, and ordinances.
- e. Concessionaire, in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any computer network other than its own private network to ensure that its customers' credit card information is not compromised.



**ARTICLE VI**  
**CONCESSIONAIRE'S OBLIGATIONS**

CONCESSIONAIRE hereby covenants and agrees:

- a. To furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport at a fair and reasonable basis.
- b. That rental cars made available in this Agreement shall be maintained at CONCESSIONAIRE'S sole expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside.
- c. That rental cars made available in this Agreement shall not be more than three (3) years old.
- d. That the facilities to be provided by CONCESSIONAIRE in this Agreement for the purpose of providing car rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services.
- e. That personnel performing services in this Agreement shall be neat, clean, and courteous, and CONCESSIONAIRE shall not permit its agents, servants, or employees so engaged to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner or to solicit business outside the space assigned to CONCESSIONAIRE in any manner whatsoever.
- f. That it shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be, promulgated by CITY concerning management, operation, or use of the Airport.
- g. That it will keep or cause to be kept true, accurate, and complete records of business conducted pursuant to this Agreement, and CONCESSIONAIRE further agrees that CITY shall have the right, through its duly authorized agents or representatives, to examine all pertinent records relating to Concessionaire's operations under this Agreement at any and all reasonable times for the purpose of determining the accuracy thereof and of the reports required to be made by CONCESSIONAIRE pursuant to Article 3 hereof. Such records for each Agreement year need not be retained by CONCESSIONAIRE longer than three (3) years following the end of such Agreement year, unless CONCESSIONAIRE is aware, or has been made aware, that litigation involving the subject matter may be pending.
- h. That it will meet all expenses in connection with the use of the premises occupied by it, and the rights and privileges in this Agreement granted, including without limitation by reasons of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed thereon, and that it will secure and maintain in force all such permits and licenses necessary to conduct lawful business



operations.

- i. That it will furnish, operate, and maintain the facility installation provided and furnished pursuant to this Agreement and keep the same, as well as the premises used in this Agreement, all in good order, condition, and repair and, upon termination of this Agreement, will deliver up the said premises and facility to CITY in good order, condition, and repair, reasonable wear and tear excepted.
- j. Any signs to be placed on or around the rental car parking lot shall be first approved by the Airport Manager before installation and, after installation; said signs shall be kept in a good, clean, and well maintained condition.
- k. That all CONCESSIONAIRE'S employees shall park their personal vehicles in parking lots designated as employee parking by the Airport Manager.
- l. That rental cars will not be staged in front of the terminal for customer pick-up or drop-off. If cars are left in front of the terminal and are towed away by a company of the CITY'S choosing, the towing charge shall be paid by CONCESSIONAIRE.
- m. CONCESSIONAIRE, all rental car concessionaires, and all rental car companies operating from off-Airport locations will not be permitted to use the vehicular parking lots on the Airport designated for passenger, employee, or visitor parking – whether short term, long term, or economy facilities in the conduct of the rental car concession or rental car operations, or for storage or staging of cars. In the event that a rental car customer of CONCESSIONAIRE inadvertently leaves a car in a vehicular parking lot on the Airport designated for passenger, employee, or visitor parking, or any other car of Concessionaire is left in a parking lot, CONCESSIONAIRE shall be required to pay a \$50, rate subject to change, parking fee and to remove such cars from all vehicular parking lots on the Airport.

In addition to the other remedies available to CITY under this Agreement, CITY may elect to implement a rental car parking surcharge equal to triple the applicable parking fee or such other fee amount determined by CITY as appropriate, to any or all rental car companies operating from off-Airport locations that excessively have cars located in, or otherwise use, the vehicular parking lots on the Airport designated for passenger, employee, or visitor parking. CITY shall provide thirty (30) days written notice to any rental car company that, in the determination of CITY, repeatedly or excessively uses the vehicular parking lots on the Airport and that future use of the vehicular parking lots shall be subject to a rental car parking surcharge, and such rental car company shall be obligated to pay the rental car parking surcharge in each of the following month's rental car concession payments to the CITY. All applicable parking fees, (including rental car parking surcharges) are subject to the general payment provisions set forth in this Agreement. Non-payment of the rental car parking surcharge, and any other applicable parking fees, shall constitute a breach of this Agreement. In the event CONCESSIONAIRE uses the vehicular parking lots on the Airport designated for passenger, employee, or



visitor parking – whether short term, long term, or economy facilities in the conduct of the rental car concession or rental car operations, or for storage or staging of cars, at the election of the CITY, this Agreement shall terminate and CONCESSIONAIRE shall vacate the premises after thirty (30) days notice from the CITY. Upon such termination, both parties will be released from all further obligations in this Agreement and neither party shall have any claim against the other except for accrued but unpaid rent.

- n. That CONCESSIONAIRE shall handle, store, and dispose of petroleum products, chemicals, fluids, and all other materials including, but not limited to hazardous materials, owned or used by it on or in the vicinity of the Airport in accordance with all applicable federal, State, and local statutes, regulations, rules, and ordinances. CONCESSIONAIRE covenants and agrees to comply with all applicable laws and permits, including the National Pollution Discharge Elimination System Permits, relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. CONCESSIONAIRE must not use, store, treat, or dispose of any hazardous or regulated substances or waste on or near the Airport without first obtaining all required permits and approvals from all authorities having jurisdiction over CONCESSIONAIRE'S operations on or near the Airport. Should such materials be released, discharged, spilled, deposited, or escape in any way through activities of the CONCESSIONAIRE, the CONCESSIONAIRE shall be responsible for the cleanup, containment, and abatement of such waste or substance at CONCESSIONAIRE'S sole cost and expense. Should the CONCESSIONAIRE fail to do so, the CITY may take any reasonable and appropriate action. The cost of any such remedial action by the CITY shall be paid by the CONCESSIONAIRE. Any fines levied against CITY related to CONCESSIONAIRE'S action or inaction that directly or indirectly caused the Airport to fail to materially conform to all then applicable environmental laws, rules, regulations, orders, or permits shall be borne by the CONCESSIONAIRE. Furthermore, CONCESSIONAIRE shall verbally notify (1) the Airport Manager, (2) the Airport Security Manager, (3) the Airport Operations Manager, and (3) all emergency response centers and environmental or regulatory agencies, as required by law or regulation, of any such release, discharge, deposit, spill, or escape occurrence immediately.

CONCESSIONAIRE must provide the Manager with written confirmation of the verbal report within 72 hours. No waste, substance, or disposable materials shall be released on the ground or in the storm sewers. CONCESSIONAIRE agrees to cooperate fully with the Airport in promptly responding to, reporting, and remedying, as a result of CONCESSIONAIRE'S operations, any such threat to the environment, including to the drainage systems, soils, ground water, subsurface waters, or atmosphere, in accordance with applicable law or as authorized or approved by any federal, State, or local agency having authority over environmental matters. The rights and obligations set forth in this section survive termination of this Agreement.



CONCESSIONAIRE must dispose of all non-hazardous trash in their own dumpsters kept within CONCESSIONAIRE'S leased Premises. Washing vehicles is prohibited upon the leased premises unless conducted within a facility specifically designed to capture grit, oil, and soap for proper handling and disposal. Mechanical maintenance of vehicles is prohibited upon the leased premises unless conducted within an approved building under appropriate conditions that confine fluid discharges to the interior of the building.

CONCESSIONAIRE must properly dispose of or recycle all waste oil, used automotive batteries, rags used for degreasing, hazardous materials, if any, and used tires in a timely manner so not to accumulate waste in quantities that would cause an overburden on housekeeping and that may trigger compliance with additional environmental, health and safety regulations and permits.

CONCESSIONAIRE must develop and implement a recycling program that revitalizes the resources that it uses and protects the environment. CONCESSIONAIRE must develop and implement a training program that revitalizes the resources that it uses, protects the environment, and instructs CONCESSIONAIRE'S employees on proper management of waste.

## **ARTICLE VII** **CITY'S OBLIGATIONS**

CITY covenants and agrees to instruct all of its employees and all CONCESSIONAIRES having contact or dealing in any way with members of the general public on the Airport:

- a. to refer all requests for the services of a specific rental car concession to that CONCESSIONAIRE.
- b. to refer nonspecific requests for rental car services to the rental car concession area located in the main terminal building without favoring one CONCESSIONAIRE over the other.

CITY reserves the right to authorize off-Airport car rental agencies to conduct business at the Airport terminal solely by direct telephone line and the use of shuttle bus operations to such off-Airport location. Any such personnel of an authorized car rental company shall not be authorized to conduct its business within the terminal building walls.

In the event that any agreement granted by the CITY to any other on-airport rental car concessionaire shall contain terms and conditions more favorable to such concessionaire than the terms and conditions described in this Agreement {excluding differences related to the number of allocated parking spaces, the location of the concession area, and the location of service and maintenance facilities, which are all determined by the minimum annual guarantee provisions under this Agreement), then, the CITY will, at its discretion and within reason, amend this Agreement to include terms that are comparable to that of the other on-airport rental car concessionaire. The CITY shall exercise due diligence to ensure that the CONCESSIONAIRE of



this Agreement shall be able to compete on terms as equitable as possible with all other on-airport rental car concessionaires and to ensure that no other on-airport rental car concessionaire shall enjoy any rights or privileges more favorable to such rental car concessionaire.

## **ARTICLE VIII**

### **MAINTENANCE OF CONCESSIONAIRE'S PREMISES**

CONCESSIONAIRE agrees to assume full responsibility for the maintenance, at its own cost, of the premises, it being expressly understood that CITY will provide only for major structural maintenance and repairs to the premises. CONCESSIONAIRE has inspected the premises prior to the execution of this Agreement and is satisfied with the physical condition of the premises, and its taking possession thereof is agreed to be conclusive evidence of its receipt of the premises in good order and repair. CONCESSIONAIRE agrees to faithfully and fully maintain premises in good order and repair throughout the entire term of this Agreement. CONCESSIONAIRE further agrees that, upon the termination of this Agreement for any reason, it shall, except as otherwise provided in Article XII, restore the premises to the same condition as when received, reasonable and ordinary wear and tear excepted. If the premises shall not be so kept by CONCESSIONAIRE, CITY may enter the premises, without such entering causing or constituting a termination of this Agreement or any interference with the possession of the premises by the CONCESSIONAIRE, and do all things necessary to restore the premises to the condition required by this Agreement, charging the cost and expense to CONCESSIONAIRE. CONCESSIONAIRE shall pay to CITY all such costs and expenses in addition to the rentals, fees, and charges in this Agreement provided.

CONCESSIONAIRE shall, at its own cost and expense, provide custodial services within the premises, including sweeping, cleaning, and waxing floors; dusting and washing of interior window surfaces. CONCESSIONAIRE shall be responsible, at its own cost, for the maintenance and repair of all lighting fixtures within the premises, including the replacement of incandescent and fluorescent lamps, starters, ballasts, and other similar appurtenances, and this requirement shall extend to the built-in and other CITY- owned ceiling lights. CONCESSIONAIRE shall keep the premises free from flies, roaches, and other insects, and rodents. CONCESSIONAIRE shall not permit the accumulation of rubbish, trash, debris, or other litter in and upon the premises and shall, at its own expense, provide for the disposal of such items. CONCESSIONAIRE shall provide and use suitable receptacles for all garbage, trash, and other refuse on or in connection with the premises. Piling of boxes, cartons, barrels, or other similar items in an unsafe manner in or about the premises, or other areas of the Airport, is forbidden.

## **ARTICLE IX**

### **UTILITIES**

CITY shall provide standard heat and air conditioning in the terminal building. Payment for these services is included in the monthly rental. Installation of equipment to provide extraordinary heat and air conditioning will be the responsibility of the CONCESSIONAIRE and will be subject to the written approval of the Airport Manager.



## **ARTICLE X**

### **INDEMNIFICATION**

**CONCESSIONAIRE shall keep, hold harmless, and indemnify the CITY, it officers, directors, employees, representatives, and agents from and against any and all claims, demands, suits, judgments, costs, and expenses, including exemplary damages, asserted by any person or persons, including agents or employees of CITY or CONCESSIONAIRE, by reason of death or personal injury or loss or damage to property, resulting from CONCESSIONAIRE'S operations under this Agreement or as a result of anything done or omitted by CONCESSIONAIRE or its employees or agents, except to the extent that such claims demands, suits, judgments, costs, and expenses arise, or are claimed to arise, from the sole negligence, wrongful acts, or omissions of CITY, its officers, employees, or agents.**

**To the extent allowed by Texas law, CITY shall keep, hold harmless, and indemnify the CONCESSIONAIRE, it officers, directors, employees, representatives, and agents from and against any and all claims, demands, suits, judgments, costs, and expenses, including exemplary damages, asserted by any person or persons, including agents or employees of CITY or CONCESSIONAIRE, by reason of death or personal injury or loss or damage to property, resulting from CITY'S operations under this Agreement or as a result of anything done or omitted by CITY or its employees or agents, except to the extent that such claims demands, suits, judgments, costs, and expenses arise, or are claimed to arise, from the sole negligence, wrongful acts, or omissions of CONCESSIONAIRE, its officers, employees, or agents.**

CONCESSIONAIRE shall at all times be regarded an independent contractor and shall not at any time act as agent for CITY.

## **ARTICLE XI**

### **INSURANCE**

#### **I. CONCESSIONAIRE'S LIABILITY INSURANCE**

- a. Concessionaire must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Concessionaire must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- b. Concessionaire must furnish to the City's Risk Manager or designee, 2 copies of Certificates of Insurance, showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured and a blanket waiver of subrogation is required on all policies.



TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>60 day written notice of cancellation, material change, non-renewal is required on all certificates</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate
Business Auto Liability - owned, non-owned or rented to include	\$1,000,000 Combined single Limit
Environmental Impairment Liability to include: Broad Form Pollution Liability Coverage Third Party Clean up (AST/ UST coverage) (Required upon construction of facility)	\$1,000,000 per claim
Worker's Compensation	Which Complies with the Texas Workers' Compensation Act and Section II of this Exhibit
Employers' Liability	\$1,000,000/ \$1,000,000 I \$1,000,000
Property Insurance	Concessionaire will be responsible for any and all damage to equipment used regardless if owned, rented, leased or borrowed.

- c. In the event of accidents of any kind, Concessionaire must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

## II. ADDITIONAL REQUIREMENTS

- a. Concessionaire must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- b. Concessionaire's financial integrity is of interest to the City; therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by the City, Concessionaire shall obtain and maintain in full force and



effect for the duration of this Contract, and any extension hereof, at Concessionaire's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII).

- c. The City shall be entitled, upon request and without expense, to receive copies of the Certificates of Insurance as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Concessionaire shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Concessionaire shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Laredo International Airport  
Attn: Airport Manager  
5210 Bob Bullock Loop  
Laredo, Texas 78041

- d. Concessionaire agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Laredo where the City is an additional insured shown on the policy;
  - All policies including Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide sixty (60) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- e. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Concessionaire's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.



- f. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payment(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.
- g. Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this agreement.
- h. It is agreed that Concessionaire's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Laredo for liability arising out of operations under this contract.
- i. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

## **ARTICLE XII**

### **UNTENANTABLE PREMISES**

- a. If premises are partially damaged by fire or other casualty, but not rendered untenable, CITY shall repair the premises at its own cost and expense, subject to the limitations of paragraph (e) of this Article: provided, however, that if the damage is caused by the negligent or intentional act or omission of CONCESSIONAIRE, its sub-lessees, agents, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in such repair.
- b. If the damage is so extensive as to render the premises untenable but capable of being repaired within sixty (60) days, the same shall be repaired by CITY at its own cost and expense, subject to the limitations of Article XII (e), and the fees payable by CONCESSIONAIRE shall be proportionately paid up to the time of such damage and cease until such time as the assigned premises shall be restored and again made tenantable; provided; however, that if said damage is caused by the negligent or intentional act or omission of CONCESSIONAIRE, its sub-lessees, agents, or employees, the Concession Fees due will not abate and CONCESSIONAIRE shall be responsible for reimbursing CITY for the costs and expenses incurred in such repair.
- c. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable for more than sixty (60) days, the CITY shall be under no obligation to repair, replace, or reconstruct the premises, and Concession Fees shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored. If within twelve (12) months after the time of the damage or destruction the premises have not been repaired or reconstructed for CONCESSIONAIRE'S use, or other reasonable facilities



provided, CONCESSIONAIRE may give CITY written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction.

- d. Notwithstanding Article XII (c), if the premises are completely destroyed as a result of the negligent or intentional acts or omissions of CONCESSIONAIRE, its sub-lessees, agents, or employees, Concession Fees payable under this Agreement shall not abate and CITY may, in its sole discretion, require CONCESSIONAIRE to repair and reconstruct the premises and pay the costs therefore; or CITY may, in its sole discretion, repair and reconstruct the premises and CONCESSIONAIRE shall be responsible for reimbursing CITY for the costs and expenses incurred in such repair.
- e. It is understood that, in the application of the foregoing paragraphs of Article XII (a), (b), and (c), CITY'S obligations shall be limited to repair or reconstruction of the premises, where applicable, to the same extent and of equal quality as obtained at the commencement of this Agreement. CITY is not responsible for repair or replacement of CONCESSIONAIRE'S improvements, furniture, furnishings, equipment, or expendables.
- f. Should CONCESSIONAIRE'S improvements, furniture, furnishings, equipment, or expendables, or any part of them, be destroyed or damaged, they shall in all instances be repaired or replaced by CONCESSIONAIRE whether or not said damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms thereof. Redecoration and replacement of damaged or destroyed furniture, furnishings, equipment, and expendables shall also be the responsibility of CONCESSIONAIRE and any such redecoration, refurnishing, and re-equipping shall be of equivalent quality to that originally installed in this Agreement. If CONCESSIONAIRE fails to repair or replace such damaged or destroyed improvements subject to a schedule approved by CITY or fails to redecorate or replace damaged or destroyed furniture, furnishings, equipment, and expendables, and provided that this Agreement has not been canceled, CITY may make such repairs or replacement and recover from CONCESSIONAIRE the cost and expense of such repair or replacement.

### **ARTICLE XIII**

#### **CITY'S TERMINATION RIGHTS**

CITY shall have the right upon ten (10) days prior written notice to CONCESSIONAIRE to cancel this Agreement in its entirety, upon or after the happening of one or more of the following events:

- a. If CONCESSIONAIRE shall make a general assignment for the benefit of its creditors;
- b. If CONCESSIONAIRE shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any similar state laws;



- c. If any involuntary petition in bankruptcy shall be filed against CONCESSIONAIRE;
- d. If CONCESSIONAIRE shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property or assets of CONCESSIONAIRE;
- e. If CONCESSIONAIRE shall voluntarily abandon and discontinue its car rental service at the Airport for a period of thirty (30) consecutive days, or CONCESSIONAIRE shall abandon its premises in the Airport for a period of thirty (30) days;
- f. If CONCESSIONAIRE shall fail to pay in full, when due, the Concession Fees, rental charges, or other money payments required under this Agreement; or
- g. If CONCESSIONAIRE shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it in this Agreement and shall fail to remedy said default within thirty (30) days following receipt by CONCESSIONAIRE of CITY'S written demand to do so; or
- h. If CONCESSIONAIRE shall allow any lien or final judgment to be filed against CITY or Airport.

In the event of any cancellation or termination of this Agreement by CITY for any of the reasons specified above, CONCESSIONAIRE shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the premises by CONCESSIONAIRE. If said trade fixtures or personal property are not removed within ten (10) days after such termination or cancellation, CITY shall have the right to remove such fixtures or personal property at CONCESSIONAIRE'S expense and at no liability to CITY. Any storage fees or related expenses incurred as a result of such removal shall be the responsibility of CONCESSIONAIRE.

#### **ARTICLE XIV**

#### **CONCESSIONAIRE'S TERMINATION RIGHTS**

CONCESSIONAIRE shall have the right, upon ten (10) days prior written notice to CITY to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

- a. The issuance by any court of competent jurisdiction of an injunction order or decree preventing or restraining the use by CONCESSIONAIRE of all or any substantial part of the premises occupied by CONCESSIONAIRE, or preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by CONCESSIONAIRE and which is necessary for CONCESSIONAIRE'S operations on the Airport or preventing CONCESSIONAIRE from operating an automobile business, which remains in force for a period of at least thirty (30) days;



- b. If CITY shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from CONCESSIONAIRE to do so;
- c. If all or a material part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or the public enemy;
- d. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with CONCESSIONAIRE'S operations, for a period of thirty (30) consecutive days or more; or
- e. Permanent abandonment of the Airport as an air terminal.

#### **ARTICLE XV** **ABATEMENT OF MINIMUM ANNUAL GUARANTEE (MAG)**

In the event that one of the following conditions exists during the term of this Agreement, the MAG in this Agreement above-provided in Article IV shall abate, as provided for below, for the period of time the condition continues to exist:

- a. If a strike against any or all of the airlines operating at the Airport results in a 70% diminution of deplaning passengers for a period of at least thirty (30) consecutive days; or
- b. If, during any year of this Agreement, the number of deplaning passengers for any two consecutive months falls below 70% of the number of deplaning passengers for the corresponding two months of the immediately preceding year.

CONCESSIONAIRE will pay to the CITY ten percent (10%) of its Gross Revenues during the period of time the above-stated condition continues to exist. CITY shall return to CONCESSIONAIRE a just proportion of any minimum rental payment which may have been paid in advance for a month or portion thereof which falls within the period of abatement.

#### **ARTICLE XVI** **SUBLETTING AND ASSIGNMENT**

It is expressly agreed and understood that any and all obligations of CONCESSIONAIRE or by a subsidiary, affiliate, or other legally related entity of CONCESSIONAIRE, duly appointed thereto by CONCESSIONAIRE and that any and all privileges of every kind granted to CONCESSIONAIRE in this Agreement may extend to and be enjoyed by such licensee so appointed; provided, however, that notwithstanding the method of operation employed by CONCESSIONAIRE in this Agreement, CONCESSIONAIRE shall continue always to remain directly liable to CITY for the performance of all terms and conditions of this Agreement. Except as set out in this Agreement, the right to occupy the premises occupied by CONCESSIONAIRE in this Agreement may not be sublet, in whole or in part.



CONCESSIONAIRE shall not assign this Agreement nor permit any transfer by operation of law of CONCESSIONAIRE'S interest created hereby without the prior written consent of CITY. CITY may not withhold its approval unreasonably in regards to assignment.

## **ARTICLE XVII**

### **NOTICES**

All notice periods begin on the date the notice is mailed by certified mail, return receipt requested, and/ or via email. Any and all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (1) sent by certified mail and (2) sent by any nationally recognized overnight courier service, and addressed as follows:

#### **When to CITY:**

Attn: Airport Manager  
Laredo International Airport  
5210 Bob Bullock Loop  
Laredo, TX 78041  
Phone Number: (956) 795-2000  
Fax Number: (956) 795-2572

#### **When to CONCESSIONAIRE:**

Attn: XXXXXXX  
XXXXXXX Rent A Car  
XXXXXXX  
XXXXXXX  
Phone Number: XXXXXXX  
Fax Number: XXXXXXX  
Email: XXXXXXX

## **ARTICLE XVIII**

### **WAIVER**

Any waiver of any breach of the covenants contained in this Agreement to be kept and performed by CONCESSIONAIRE or CITY shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent CONCESSIONAIRE or CITY from declaring a forfeiture for any succeeding breach either of the same or a different condition or covenant.

## **ARTICLE XIX**

### **SUBORDINATION**

It is mutually covenanted and agreed that this Agreement shall be subordinated to the provisions of any existing or future agreement between CITY and the United States of America or the CITY and the State of Texas, as applicable, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or State funds for the development of the Airport.

## **ARTICLE XX**

### **TERM**

- a. The term of this Agreement shall be for a period of three (3) years beginning on **December 1, 2016**, and ending on **November 30, 2019**, unless sooner terminated as provided for in this Agreement. The CITY may, but shall not be obligated to, permit



the CONCESSIONAIRE to holdover on the premises beyond the expiration of this Agreement, subject to the terms and conditions set forth in this Agreement. In making its decision on whether to permit such a holdover, the CITY may consider any circumstances impacting thereon, including, without limitation:

1. the benefits and costs to the CITY of permitting such a holdover;
2. the potential revenue loss resulting from a gap in the provision of the Concession services;
3. renovations of the Airport terminal or parking areas or the RAC Program affecting the Concession;
4. the potential disruption and adverse impact on the CITY's overall concession program at the Airport; and
5. the CITY'S potential denial of the addition of new companies during any such holdover.

The CITY will notify the CONCESSIONAIRE in writing of the CITY's offer of a holdover tenancy. Within thirty (30) days of receipt of the CITY's notice, the CONCESSIONAIRE shall notify the CITY in writing as to the CONCESSIONAIRE'S acceptance of said holdover tenancy. If the CONCESSIONAIRE fails to so notify the CITY in writing within said thirty (30) day period, the CONCESSIONAIRE shall be deemed to have rejected the CITY's offer of holdover tenancy.

## **ARTICLE XXI** **HOLDING OVER**

The holding over or failure to vacate the premises at the expiration of this Agreement shall create a month- to-month tenancy under the terms and conditions of this Agreement including, but not limited to, the Adjusted MAG formula set forth in Article IV of this Agreement, which may only be terminated by either party upon thirty (30) days prior written notice to the other party.

If the CITY permits the CONCESSIONAIRE to holdover, such a holding over shall not be deemed a renewal or extension of the Agreement, but shall create a month-to-month tenancy on the same terms and conditions of the Agreement in effect immediately prior to the commencement of the holding over period, unless modified as deemed necessary by the CITY. Such modifications may include, but are not limited to, the CONCESSIONAIRE'S obligation to:

1. pay to the CITY the rents, fees, and charges in accordance with the terms of Airport agreements in effect at the start of the holdover period;
2. furnish a sufficient Concession bond and adequate insurance coverage in accordance with the terms of the Airport agreements in effect at the start of the



holdover period;

3. provide defense, indemnity, and liability protection to the CITY as required by the terms of Airport agreements in effect at the start of the holdover period; and
4. provide security and environmental provisions as required by the terms of Airport agreements in effect at the start of the holdover period.

In the event of a holdover period properly accepted by Concessionaire, pursuant to Article XX, the City agrees not to permit any new on-site auto rental concession business to locate at the Airport during Concessionaires holdover tenancy.

## **ARTICLE XXII**

### **NON-DISCRIMINATION**

CONCESSIONAIRE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. no person on account of race, color, creed, ethnicity, age, gender, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises;
2. in the construction of any improvements in the premises and the furnishing of services thereon, no person on account of race, color, creed, ethnicity, age, gender, disability, or national origin shall be excluded from participation in the project, denied the benefits of, or otherwise be subjected to discrimination;
3. CONCESSIONAIRE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations ("CFR"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, et seq., and as said CFR and any applicable subparts may be amended.

In the event of a breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate this Agreement and to re-enter and repossess the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **ARTICLE XXIII**

### **AFFIRMATIVE ACTION**

The CONCESSIONAIRE assures that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONCESSIONAIRE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity



covered by this subpart. The CONCESSIONAIRE assures that it will require that its subcontractors and covered sub-organizations provide assurances to the CONCESSIONAIRE that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors and sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

#### **ARTICLE XXIV**

#### **DIADVANTAGED BUSINESS DEVELOPMENT**

This Agreement is subject to the requirements of the 49 CFR Part 23, and as follows:

- a. The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Laredo International Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions, firms and suppliers, including those who qualify as an ACDBE.

An ACDBE concession specific goal of 1.12% percent of (annual gross receipts; value of leases and/or purchases of goods and services) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this concession.

The concession firm will be required to submit the following information:

- (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession;
- (2) a description of the work that each ACDBE will perform;
- (3) the dollar amount of the participation of each ACDBE firm participating;
- (4) written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal;
- (5) written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and,
- (6) if the contract goal is not met, evidence of good faith efforts.



- b. CONCESSIONAIRE agrees to include the statements in Article XXIV (a) in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- c. CONCESSIONAIRE shall comply with all other requirements imposed by or pursuant to 49 CFR Part 23, Participation by Minority Business Enterprise Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, et seq., and as said Regulations and any subparts may be amended.
- d. If CONCESSIONAIRE is a DBE-certified firm, evidence of certification as a DBE, issued under a DBE program approved by the U.S. Department of Transportation, shall be provided prior to the commencement of this Agreement. If CONCESSIONAIRE is eligible for certification as a DBE but is not currently certified, CONCESSIONAIRE shall notify CITY of its eligibility prior to the commencement of this Agreement so that the certification process can be initiated.

#### **ARTICLE XXV** **CANCELLATION OF PRIOR AGREEMENTS**

This Agreement cancels and supersedes any prior Agreements between the parties concerning rental car concessions at the Airport.

#### **ARTICLE XXVI** **GOVERNING LAW**

This Agreement and all disputes arising under this Agreement shall be governed by the laws of the State of Texas and venue shall be in Webb County, Texas.



**ARTICLE XXVII**  
**ENTIRE AGREEMENT / AMENDMENT**

This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties. This Agreement contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this Agreement, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written. Therefore, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, including approval by the passage of a future City of Laredo ordinance.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LAREDO  
a municipal corporation

BY: \_\_\_\_\_  
JESUS M. OLIVARES  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
HEBERTO L. "BETO" RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY



CONCESSIONAIRE: XXXX, LLC  
DBA: XXXXXXX RENT-A-CAR

BY: \_\_\_\_\_

XXXXXX  
XXXXXX

STATE OF \_\_\_\_\_ §

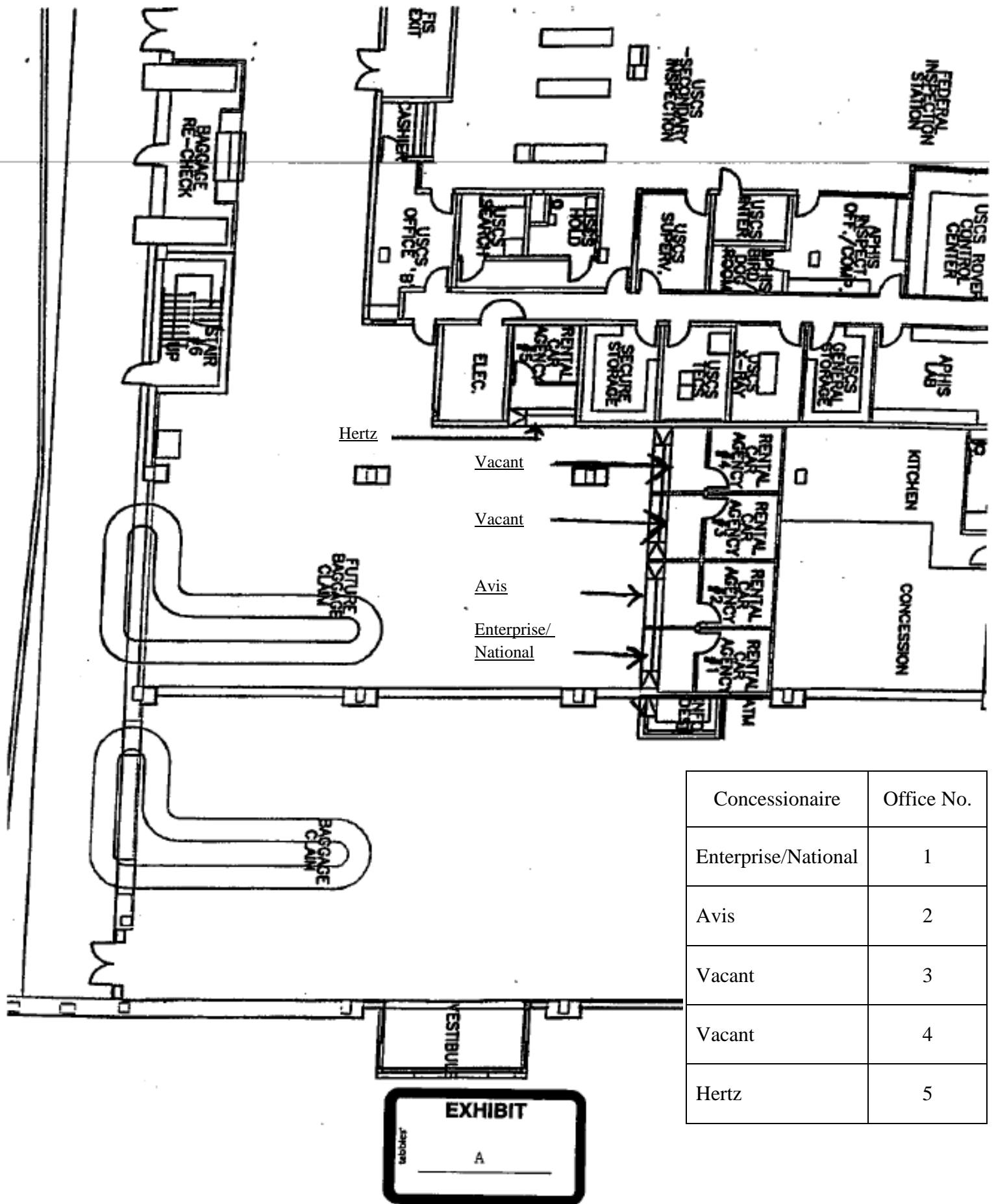
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by XXXXXXX, Vice President/General Manager of XXXXXXX, LLC DBA XXXXXXX Rent-A-Car.

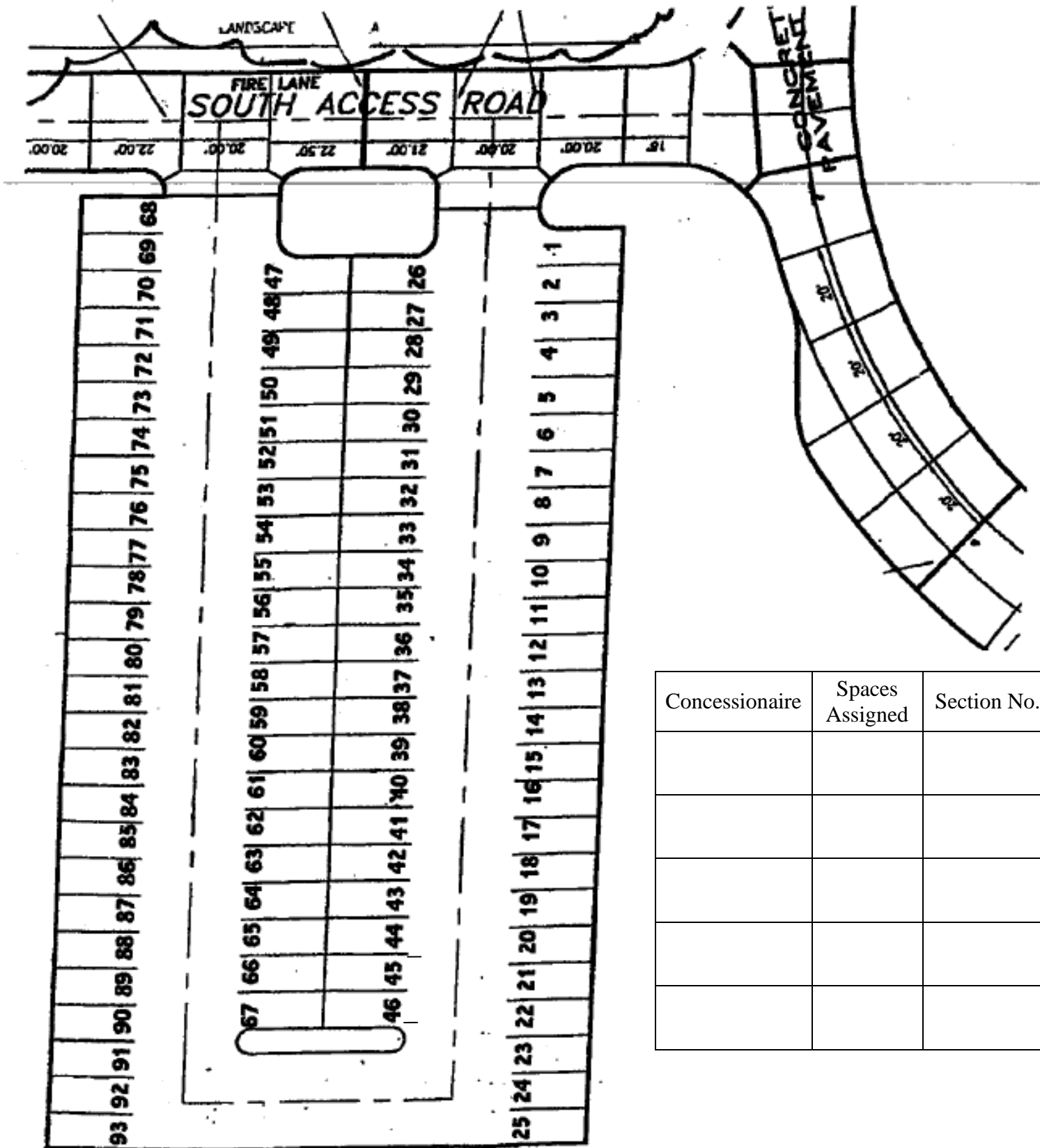
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

My Commission Expires \_\_\_\_\_









Concessionaire	Spaces Assigned	Section No.





**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

---

**SUBJECT**

**2016-O-171** Authorizing the City Manager to execute all necessary documents for the sale of the “surface only” of a 6.9441 Acre Tract to AEP Texas Central Company. The property was appraised at the fair market value of \$1,437,000.00. The said tract is located along the North side of Mines Road just south of Las Cruces and legally described as an unimproved 6.9441 Acre Tract, recorded in volume 3905, pages 442-454, Official Public Records of Webb County, Texas situated in Porcion 23 (A-283), Leonardo Sanchez, Original Grantee, in the County of Webb, Laredo, Texas and more particularly described on attached, exhibit “A”.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

n/a

**PREVIOUS COUNCIL ACTION**

Introductory Ordinance passed October 17, 2016.

**BACKGROUND**

America Electrical Power - Texas Central Company (AEP) has requested to purchase the 6.9441-Acre tract located along the North side of Mines Road just South of Las Cruces as found on Exhibit B.

The 6.9441 site will host AEP Texas Central Company’s future substation that will support the proposed Manadas Waste Water Treatment Plant and surrounding area to improve future growth.

AEP Texas Central Company has agreed to purchase at the City of Laredo’s appraised fair market value in the amount of \$1,437,000.00.



## COMMITTEE RECOMMENDATION

n/a

## STAFF RECOMMENDATION

Staff recommends passage of this Ordinance.

---

### Fiscal Impact

**Fiscal Year:** 2017  
**Budgeted Y/N?:** n/a  
**Source of Funds:** n/a  
**Account #:** 559-4284-374-1000  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Property was originally purchased out of the 2010 Sewer Revenue Bond; therefore, the proceeds from this sale will be deposited in this same bond - account # 559-4284-374-1000.

---

### Attachments

6.9441 Survey M&B

Location Map

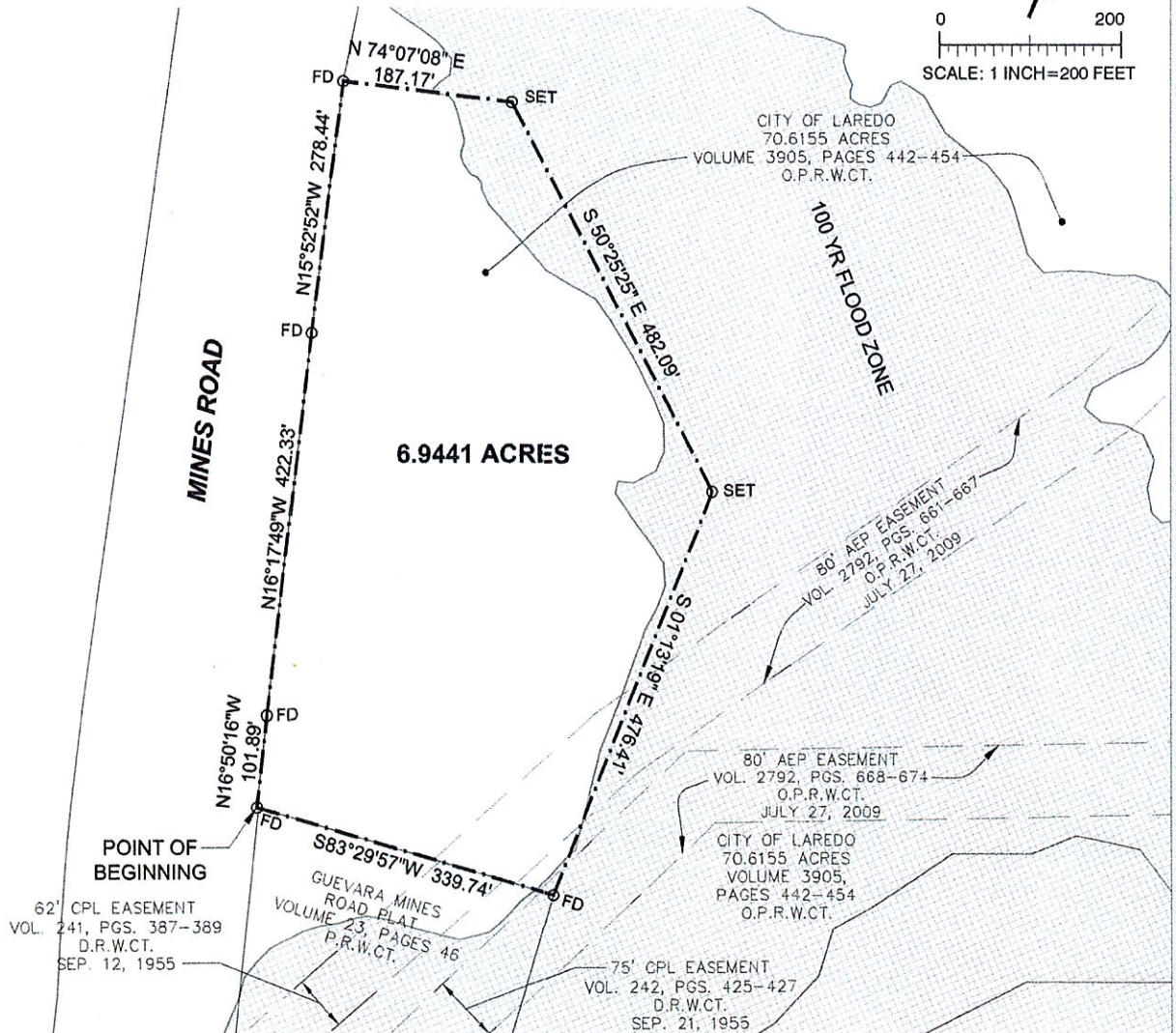
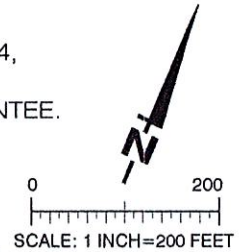
Ordinance 2016-O-171

---



**SURVEY  
OF  
6.9441 ACRES  
OUT OF**

A 70.6155 ACRE TRACT, RECORDED IN VOLUME 3905, PAGES 442-454,  
OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS  
SITUATED IN PORCION 23 (A-283), LEONARDO SANCHEZ, ORIGINAL GRANTEE.



**NOTE:**

BY GRAPHICALLY PLOTTING, THIS PARCEL WAS DETERMINED TO BE PARTIALLY WITHIN A 100 YEAR FREQUENCY FLOOD ZONE AS PER FLOOD INSURANCE RATE MAPS FOR WEBB COUNTY, TEXAS COMMUNITY PANEL 48479C1158C, EFFECTIVE DATE OF APRIL 2, 2008.

BASIS OF BEARINGS:  
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS  
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



○ SET	SET 1/2 INCH IRON ROD
○ FD	FOUND 1/2 INCH IRON ROD
---	PROPERTY LINE
---	EASEMENT LINE
<b>LEGEND</b>	

MASTER-20160825.dwg

QILP-HALF-BLK.ctb

DRAWN BY: S.J.M.

CHECKED BY: R.J.G.

SHEET NO.

1 OF 1

**AEP SUBSTATION SITE**

LAREDO, TEXAS

**6.9441 ACRES**

DATE: 09-02-2016

REVISION:



T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-0266  
101 W. HILLSIDE RD. STE 9  
LAREDO, TX 78041  
PH: 956.753.2210  
FAX: 956.753.2213



**STATE OF TEXAS\***  
**COUNTY OF WEBB\***  
**6.9441 ACRES**

FIELD NOTES DESCRIBING A 6.9441 ACRE PARCEL, OUT OF A 70.6155 ACRE TRACT, RECORDED IN VOLUME 3905, PAGES 442-454, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN PORCION 23 (A-283), LEONARDO SANCHEZ, ORIGINAL GRANTEE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod, situated on the easterly right-of-way line of Mines Road, being the southwesterly corner of said 70.6155 acre tract, and the northwesterly corner of Guevara Mines Road Plat, recorded in Volume 23, Page 46, Plat Records of Webb County, Texas, for the **POINT OF BEGINNING** of this 6.9441 acre parcel and the **southwesterly corner** hereof;

Thence, N16°50'16"W, with the common boundary between said Mines Road right-of-way and herein described parcel, same being the westerly line of said 70.6155 acre tract, a distance of 101.89 feet, to a found ½ inch iron rod, for a point of deflection hereof;

Thence, N16°17'49"W, with the common boundary between said Mines Road right-of-way and herein described parcel, same being the westerly line of said 70.6155 acre tract, a distance of 422.33 feet, to a found ½ inch iron rod, for a point of deflection hereof;

Thence, N15°52'52"W, with the common boundary between said Mines Road right-of-way and herein described parcel, same being the westerly line of said 70.6155 acre tract, a distance of 278.44 feet, to a found ½ inch iron rod, for the **northwesterly corner** hereof;

Thence, N74°07'08"E, with the northerly line of herein described parcel, a distance of 187.17 feet, to a set ½ inch iron rod, for the **northeasterly corner** hereof;

Thence, S50°25'25"E, with the easterly line of herein described parcel, a distance of 482.09 feet, to a set ½ inch iron rod, for a point of deflection hereof;



Thence, S01°13'19"E, with the easterly line of herein described parcel, a distance of 476.41 feet, to a found ½ inch iron rod, being an interior corner of said 70.6155 acre tract and the northeasterly corner of said Guevara Mines Road Plat, for the **southeasterly corner** hereof;

Thence, S83°29'57"W, with the common boundary between said Guevara Mines Road Plat and herein described parcel, same being the southerly line of said 70.6155 acre tract, a distance of 339.74 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 6.9441 acres, more or less.

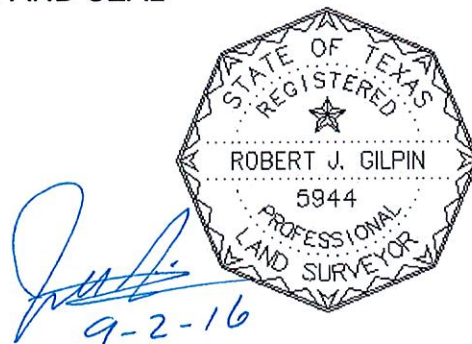
**BASIS OF BEARINGS:**

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS  
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL









## **ORDINANCE 2016-O-171**

**AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENT FOR THE SALE OF THE “SURFACE ONLY” OF A 6.9441 ACRE TRACT TO AMERICA ELECTRICAL POWER - TEXAS CENTRAL COMPANY (AEP). THE PROPERTY WAS APPRAISED AT THE FAIR MARKET VALUE OF \$1,437,000.00. THE SAID TRACT IS LOCATED ALONG THE NORTH SIDE OF MINES ROAD JUST SOUTH OF LAS CRUCES AND LEGALLY DESCRIBED AS AN UNIMPROVED 6.9441 ACRE TRACT, RECORDED IN VOLUME 3905, PAGES 442-454, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS SITUATED IN PORCION 23 (A-283), LEONARDO SANCHEZ, ORIGINAL GRANTEE, IN THE COUNTY OF WEBB, LAREDO, TEXAS AND MORE PARTICULARLY DESCRIBED ON ATTACHED, EXHIBIT “A”.**

**WHEREAS**, America Electrical Power - Texas Central Company (AEP) has requested to purchase the 6.9441-Acre tract located along the North side of Mines Road just South of Las Cruces as found on Exhibit B; and

**WHEREAS**, the 6.9441 site will host AEP Texas Central Company’s future substation that will support the proposed Manadas Waste Water Treatment Plant and surrounding area to improve future growth; and

**WHEREAS**, AEP Texas Central Company has agreed to purchase at the City of Laredo’s appraised fair market value in the amount of \$1,437,000.00.

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

**It hereby authorizes the City Manager to execute all necessary documents for the sale of the “surface only” of a 6.9441-acre tract to AEP Texas Central Company in the amount of \$ 1,437,000.00. The said tract is legally described as:**

**An unimproved 6.9441-acre tract, out of a 70.6155-acre tract, recorded in volume 3905, pages 442-454, Official Public Records of Webb County, Texas situated in Porcion 23 (A-283), Leonardo Sanchez, Original Grantee, in the County of Webb, Laredo, Texas.**



PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
\_\_\_\_ DAY OF NOVEMBER 2016.

By: \_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

By: \_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

By: \_\_\_\_\_  
SYLVIA MOLINA  
ASSISTANT ATTORNEY



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Yvette Limon, Acting Bridge Director

---

**SUBJECT**

Authorization to negotiate a professional services contract with Structural Engineering Associates Inc., (SEA) to provide consulting services and for the preparation of the Application for the Presidential Permit Amendment for the World Trade Bridge Expansion Project.

**PREVIOUS COUNCIL ACTION**

On September 19, 2016, City Council awarded a professional services contract to Structural Engineering Associates, San Antonio, Texas for an amount of \$111,840.00 for the World Trade Bridge US Customs Exit Booth Expansion for conceptual planning for installation of new weigh-in-motion scales at the immediate departure location of all existing federal land port of entry exit control booths and for the study of the potential future commercial free and secure truck lane. Design work is to be on a fast track basis.

**BACKGROUND**

The City of Laredo solicited Request for Proposals (RFP) for the World Trade Bridge US Customs Exit Booth Expansion for design, preparation of plans and specifications, and preparation of the Federal 559 Donation Acceptance Program Application and SEA has been selected because of its demonstrated competence and because it is most highly qualified provider of these services in light of being the only firm that responded.

Structural Engineering Associates Inc., has been working with the City of Laredo since the construction of the World Trade Bridge facilities which were completed in April 2000. They have also been awarded other contracts for projects within the World Trade Bridge footprint. The SEA team has great knowledge of the World Trade Bridge infrastructure, operations, and importance to the City of Laredo in general.

The SEA team will be able to prepare the Application for the Presidential Permit Amendment for the World Trade Bridge for the Bridge Expansion project and allow continuity in the document from the preparation of the Federal 559 Donation Acceptance Program Application.

**COMMITTEE RECOMMENDATION**

N/A



## STAFF RECOMMENDATION

Approval of Motion.

---

### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

No financial impact.

---



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Homero Vazquez-Garcia

---

**SUBJECT**

Authorizing the City Manager to enter into a contract with Zertuche Construction, L.L.C., to construct and replace the administrative offices of the Laredo Animal Care Services (LACS). The new building will replace the current mobile unit currently located at 5202 Maher Ave. The current mobile unit is obsolete, small and requires extensive repairs. Total estimated project cost is \$449,700.00. Funding is available from the 2012 construction credit of \$175,000.00 and the remaining amount of \$274,700.00 is from the 2016 CO.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The City of Laredo moved the Laredo Animal Shelter to its present location 5 years ago. At the time, the facility was built quickly with a large portion being built in-house by the City to facilitate the immediate shelter needs due to the contract termination with Laredo Animal Protective Society. The offices were placed in a FEMA mobile unit that the City acquired at a reduced cost. The administrative offices are in need of a larger and more permanent facility to promote the adoption of pets and to accommodate its present and future needs. The financing of this project will consist of payment from the Zertuche Construction; the purchase of materials and work to be provided by the City and an additional contract with Zertuche for items identified in Exhibit "A".

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of the motion.

---

**Fiscal Impact**

**Fiscal Year:**



**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

**Zertuche Construction - Credit - \$175,000**

**Payment to Zertuche for construction - \$48,596 - 2016 CO 470-9854-535-9206**

**City of Laredo - Materials,/Equipment & Electrical-\$226,104 - 2016 CO  
470-9854-535-9206 (Est.)**

---

**Attachments**

Construction Contract for Zertuche Construction LLC

---



## **AGREEMENT BETWEEN CITY AND CONTRACTOR**

This CONTRACT (the "Contract") is made and entered into by and between the CITY OF LAREDO, a Texas municipal corporation (the "City") and Zertuche Construction LLC, a Limited Liability Corporation, with its principal place of business in Laredo, Texas (the "Contractor"). Included in this agreement are Exhibit A and Exhibit B attached hereto. This Contract is for the construction of a project for Laredo Animal Shelter Administrative Building in City of Laredo, Webb County, Texas the "Project". NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

### **BACKGROUND**

- (A.) Laredo International Airport is the owner in fee simple of a parcel of land that includes the property located at 5202 Maher, Laredo, Texas 78041 and being in the city limits of Laredo, Webb County, Texas.
- (B.) Contractor owes the City liquidated damages from a prior project and will be completing this project to satisfy that obligation.
- (C.) Accordingly, the parties are entering into this construction project on the terms and conditions set forth below.
- (D.) The contract is for a Guaranteed Maximum Price "GMP" of \$48,596.

### **DEFINITIONS**

- (A) "**City**" means the City of Laredo, Texas.
- (B) "**Contractor**" means Zertuche Construction LLC
- (C) "**Claim**" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and CONTRACTOR arising out of or relating to the Contract.
- (D) "**Construction Work**" shall mean whatever is required of Contractor to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:
  - construction of the whole and all parts of the Project in full and strict conformity with this Contract;
  - the provision and furnishing, and prompt payment, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
  - the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
  - the furnishing of all other services and things required or reasonably inferable from the Contract documents.



- (E) **"Contract Drawings and Specifications"** means the Design Documents.
- (F) **"Contractor"** means the legal entity that executes the Contract to provide construction services for the construction of the Project, and its officers, partners, employees, agents and representatives, and all sub-consultants and/or sub-contractors, if any, and other persons or entities for which the CONTRACTOR is legally responsible.
- (G) **"City Designated Representative (CDR)"** means person designated by City to act for City.
- (H) **"Subcontractor"** means an entity which has a direct contract with the Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

### **CONTRACTOR'S REPRESENTATIONS**

- (A) **Specific Representations:** In order to induce City to execute this Agreement and recognizing that City is relying thereon, Contractor, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the contract documents, or implied by operation of law, makes the following express representations to City:
- (1) Contractor is professionally and fully qualified to act as the general contractor for the Project;
  - (2) Contractor will maintain all necessary licenses, permits or other authorizations necessary to act as Contractor until all duties under this Contract have been fully satisfied;
  - (3) Contractor has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the contract work in accordance with the terms of this Contract;
  - (4) Prior to the execution of this Contract, Contractor has visited and inspected the Project site and the local conditions under which the Project is to be constructed and operated, and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and has taken those conditions into account in entering into this Contract;

### **CONSTRUCTION SERVICES**

- (A) **General Intent:** Contractor shall perform all work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.



- (B) **Work Defined:** The term “Work” shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

- (1) construction of the whole and all parts of the Project in full and strict conformity with this Contract;
- (2) the provision and furnishing, and prompt payment thereof, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- (3) the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- (4) the creation and submission to City of detailed as-built drawings depicting all as-built construction;
- (5) the furnishing of any required surety bonds and insurance as required by the Contract;
- (6) the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Contractor; and
- (7) the furnishing of all other services and things required or reasonably inferable from the Contract documents.

#### **ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

- (A) **Supervision of the Construction Work:** The construction work shall be strictly supervised and directed using Contractor's best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the construction work on behalf of Contractor.
- (B) **Warranty of Construction Workmanship and Materials:** Contractor warrants and guarantees to City that all labor furnished to perform the construction work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the construction work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all construction work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.
- (C) **Contractor's Schedule of Construction:** The contract work shall be completed within six months (6 months) of commencement of the construction work. Contractor, within fifteen (15) days after the commencement date, shall submit to the CDR for his information, and shall comply with, Contractor's schedule of construction for completing the construction work by the scheduled completion date. The schedule of construction shall reflect the performance of all construction work on weekdays and non-holidays. The schedule of construction shall be a detailed critical path management (“CPM”) schedule in a form acceptable to City. The schedule of construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to City. Strict compliance with the requirements of this paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with said requirements shall constitute a material breach of the Contract. No claim for an increase in GMP shall be allowed as a result of Contractor basing the GMP upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.



- (D) **Compliance with Labor Laws:** Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the construction work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.
- (E) **Testing, Inspections, and Approvals:** Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any construction work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection, testing or approval.
- (F) **City's Regulations and Applicable Laws:** Contractor shall, during the course of the construction work, comply with any regulations or guidelines prescribed by City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.
- (G) **Compliance with Construction Regulations:** Contractor shall perform the construction work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the construction work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor shall fully indemnify and hold City harmless from all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of City, its officers, agents, or employees.
- (H) **Permits, Licenses and Notices:** All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured by Contractor. Contractor shall notify the CDR when it has received said permits, licenses, and authorizations, and upon receipt shall supply the CDR with copies of same. The originals of permits, licenses and authorizations shall be delivered to the CDR upon completion of the construction work, and receipt of these documents by City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the construction work.
- (I) **Conditions to Site Access:** While on City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the CDR and will be subject to City's badge and pass requirements, if any, in effect at the site of the construction work.
- (J) **Site Safety and Security:** Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the construction work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished construction work and that of the adjacent property and all adjacent construction work from damage. Contractor shall protect City's equipment, apparatus, machinery,



and other property and all adjacent construction work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the construction work.

- (K) **Repair of Collateral Damage:** Unless otherwise instructed by City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Contractor's performance of the construction work.
- (L) **Cleaning the Site:** Contractor shall keep the site reasonably clean during performance of the construction work. Upon final completion of the construction work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property.
- (M) **City's Access to Construction Work:** At all times relevant to the Contract, Contractor shall provide access to the construction site to City and its designees without formality or other procedure.

#### **ITEMS TO BE BID BY SUBCONTRACTORS FOR THE CITY**

- (A) The following items will be bid out by the City and the cost paid directly to the subcontractor by the City.
  - 1. Electrical
  - 2. Glazing and Storefront

#### **CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

In addition to payment, City shall undertake to perform the following:

- (A) **Provide Project Information:** City shall provide Contractor with information regarding City's requirements for the Project including any desired or required design or construction schedule.
- (B) **Review of Documents:** City shall review any documents submitted by Contractor requiring City's decision, and shall render any required decisions pertaining thereto.
- (C) **Provide Notice of Defects:** In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then City shall give prompt notice thereof in writing to Contractor.
- (D) **Access to the Site and the Construction Work:** City shall provide Contractor access to the site and to the construction work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.
- (E) **Cooperation to Secure Permits, Licenses, Approvals, and Authorizations:** City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.



- (F) **Timely Performance:** City shall perform the duties in a reasonably expeditious fashion so as to permit the orderly and timely progress of the construction work.
- (G) **City's Reviews, Inspections, Approvals, and Payments Not a Waiver:** City's review, inspection, or approval of any construction work, design documents, submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such construction work and such documents are generally consistent with City's construction program and requirements. No review, inspection, or approval by City of the construction work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its construction work. Approval by any governmental or other regulatory agency or other governing body of any construction work, design documents, or Contract documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the Contract shall not constitute a waiver of any of City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.
- (H) **Delay or Forbearance not Waiver:** City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

#### **PERSONNEL, SUBCONTRACTORS AND SUPPLIERS**

- (A) **Objections to Subcontractors:** Upon execution of this Agreement, and at such later times as may be applicable, Contractor shall furnish City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as City deems necessary. City shall promptly reply to Contractor, in writing, stating any objections City may have to such proposed Subcontractors. Contractor shall not enter into a subcontract with an intended Subcontractor with reference to whom City objects. Any consent or failure to reject by City shall in no way relieve Contractor of any of its duties or warranties under the Contract.
- (B) **Terms of Subcontracts:** All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop construction work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between City and any Subcontractor of Contractor, and a provision to this effect shall be inserted into all agreements between Contractor and its Subcontractors.
- (C) **Contractor Responsible for Acts of its Subcontractors:** Should Contractor subcontract all or any part of the construction work, such subcontracting of the construction work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of its subcontractors, suppliers, and consultants.
- (D) **Personnel:** Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project.



## EXTENSIONS OF TIME

- (A) **City's Right to Order Changes:** Changes in the construction work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by City without invalidating the Contract. Such changes shall be communicated by change order, field order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes.
- (B) **Extensions of Time:** All extensions of contract time occurring during construction of the Project related to actual construction work pre-approved by the City prior to any work being done by the Contractor shall include sufficient backup documentation for City to reasonably understand the request and the amount of time requested and to determine the merits of the request.
- (C) **Fiduciary Relationship:** Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City's interests and agrees to perform the construction work in the highest professional manner.

## CLAIMS BY CONTRACTOR

- (A) **Terms and Conditions of Claims:** Claims by Contractor against City are subject to the terms and conditions of this agreement, and strict compliance herewith shall be a condition precedent to any liability of City therefore.
- (B) **Claim Procedures:** All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed this agreement.
- (C) **Continuous Duty to Provide Documentation:** Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor's claim.
- (D) **Duty to Continue Performance:** Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against City.

## UNCOVERING AND CORRECTING CONSTRUCTION WORK

- (A) **Duty to Correct Rejected Construction Work:** Contractor shall immediately proceed to correct construction work rejected by City as defective or failing to conform to the Contract. Contractor shall pay all costs and expenses associated with correcting such rejected construction work, including any additional testing and inspections made necessary thereby.
- (B) **Duty to Correct Defective Construction Work Discovered after Completion:** In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming construction work for a period of twelve (12) months



following final completion upon written direction from City. This obligation shall survive final payment by City and termination of the Contract.

- (C) **City's Option to Accept Defective Construction Work:** City may, but shall in no event be required to, choose to accept defective or nonconforming construction work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming construction work. City shall be entitled to a reduction in the GMP regardless of whether City has, in fact, removed and corrected such defective construction work. Contractor shall, upon written demand from City, pay City such additional compensation for accepting defective or nonconforming construction work.

## **SUSPENSION AND TERMINATION**

- (A) **Suspension of Performance:** City may for any reason whatsoever suspend performance under the Contract. City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.
- (B) **Ceasing Performance upon Suspension:** From and upon the effective date of any Suspension ordered by City, Contractor shall incur no further expense or obligations in connection with this Contract, and Contractor shall cease its performance. Contractor shall also, at City's direction, either suspend or assign to City any of its open or outstanding subcontracts or purchase orders.
- (C) **Claim for Costs of Suspension:** In the event City directs a suspension of performance under agreement, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:
- (1) demobilization and remobilization, including such costs paid to Subcontractors;
  - (2) preserving and protecting construction work in place;
  - (3) storage of materials or equipment purchased for the Project, including insurance thereon; and
  - (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.
- (D) **Resumption of Construction Work after Suspension:** If City lifts the suspension it shall do so in writing, and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.
- (E) **Termination by City for Convenience:** City reserves the right, for any reason whatsoever (including, but not limited to, non-appropriation of funding), or without reason, terminate performance under the Contract by Contractor for convenience. City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop and the construction work when such termination becomes effective. Contractor shall also, at City's direction, either terminate or assign to City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed construction work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.



- (F) **Termination by City for Cause:** If Contractor does not perform the construction work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the construction work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the construction work is finished.

## **INDEMNITY**

(A) **GENERAL INDEMNITY:** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF CONTRACTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW 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 PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. WHERE CONTRACTOR PERFORMS WORK WITH ITS OWN FORCES, THE INDEMNITY PROVISIONS CONTAINED IN THE SUPPLEMENTARY GENERAL CONDITIONS SHALL APPLY AND SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH THIS INDEMNITY PROVISION.

## **INSURANCE**

- (A) **General Insurance Requirements:** Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage.
- (B) **Liability notwithstanding Insurance:** Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or



liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor as set forth in this Contract.

### **NON-DISCRIMINATION**

- (A) **General:** As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

### **DISPUTES**

- (A) **Dispute Resolution:** All disputes against the City that arise from this Contract or any Project shall be resolved in accordance with the procedures and limitations of Texas Local Government Code Subchapter I, Chapter 271.151et.seq., and the City's General Conditions. The City designates the CDR or his Director of the Department Designee as its officer(s) for examining, negotiating and resolving claims and counterclaims. City hereby waives sovereign immunity only in accordance with Section 271.152 of the Local Government Code for its obligations to Contractor arising under this Contract. In the event of any dispute under this Contract, including but not limited to whether or not the actual amount of energy savings meets or exceeds the guaranteed amount, whether or not Contractor has failed to honor warranties, or whether or not City has performed the required procedures under Schedule E, the parties agree to work in good faith to resolve such disputes; provided, however, in the event a dispute remains unresolved after both parties engage in the resolution process, City's determination in regard to any dispute shall be final.

### **MISCELLANEOUS PROVISIONS**

- (A) **Governing Law; Venue:** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. This Contract is performed in Laredo, Webb County, Texas, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Laredo, Webb County, Texas.
- (B) **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.
- (C) **Non-Assignment:** Contractor shall not assign this Contract, or any part of this Contract, without the prior written consent of City.
- (D) **CDR's Authority to Execute Amendments:** Additional services and associated payment may be added to this Contract by a written amendment signed by both parties. Such amendment for an increase in scope of



work and associated payment shall be within the discretion of the City Manager to execute without Laredo City Council's approval so long as the additional services can be funded by project contingency previously appropriated by Council.

- (E) **Notices:** In addition to the written Notice Provision in the General Conditions all notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or City for whom it is intended; or sent by U. S. Mail, certified mail, return receipt requested, to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing. Notices of claims or disputes or other legal notices required by this Contract shall be sent to the following persons at the indicated locations. The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

**City:**

**City of Laredo  
Jesus M. Olivares  
City Manager  
1110 Houston Street  
Laredo, Texas 78040**

**Contractor:**

**Zertuche Construction LLC.  
Ramon Zertuche  
107 Calle Del Norte Dr. Ste 4  
Laredo, Texas 78041**

- (F) **Severability:** Should any term or provision of this Contract be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Contract shall be construed as if the invalid or unenforceable term or provision had never been included.
- (G) **Illegal Dumping:** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.
- (H) **Publicity:** No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without City's prior written consent.
- (I) **Captions:** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract. (I) Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by the City of Laredo, signing by and through its City Council duly authorized to execute same by Resolution No. \_\_\_\_\_, adopted by the Laredo City Council on \_\_\_\_\_, and by Contractor, acting through its duly authorized officials.



**FOR CITY OF LAREDO,  
a municipal corporation**

**BY:\_\_\_\_\_**  
**Jesus M. Olivares**  
**City Manager**

**ATTEST:**

**BY:\_\_\_\_\_**  
**Heberto L. Ramirez**  
**Acting City Secretary**

**FOR CONTRACTOR:**

**BY:\_\_\_\_\_**  
**Ramon Zertuche President**  
**Zertuche Construction LLC**

**APPROVED AS TO FORM:**

**BY:\_\_\_\_\_**  
**Raul Casso**  
**City Attorney**



## **Exhibit A**

**Zertuche Construction LLC will provide the following**



## **Exhibit B**

**City of Laredo will provide the following**



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collazo, Deputy City Manger

**Staff Source:** Raymond E. Garner Chief of Police

---

**SUBJECT**

**2016-R-125** Authorizing the City Manager to apply for a grant in the amount of \$810,795.00 to fund the Laredo Police Department HIDTA Task Force and to fund the Rio Grande Valley Financial HIDTA Task Force. Both initiatives will be funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The City of Laredo has been the Grantee agency for the past twenty four years of the Laredo Police Department HIDTA Task Force and The Rio Grande Valley Financial Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends that this Resolution Be pass



**Fiscal Year:** 2016-2017  
**Budgeted Y/N?:** Yes  
**Source of Funds:** HIDTA  
**Account #:** 223  
**Change Order: Exceeds 25% Y/N:** N

**FINANCIAL IMPACT:**

This Grant will be accounted for in the Financial Task Force Fund# 223. LPD HIDTA Task Force division #223-2372 (\$763,195.00) and Grant Rio Grande Valley Financial Task Force division # 223-2375 (\$47,600.00) for a total of \$810,795.00.

---

**Attachments**

Resolution R125

Budget proposal

---



### COUNCIL COMMUNICATION

DATE:  11/07/2016	SUBJECT: Resolution #2016 -R-125  Authorizing the City Manager to apply for a grant in the amount of \$810,795 to fund the Laredo Police Department HIDTA Task Force and to fund the Rio Grande Valley Financial HIDTA Task Force. Both initiatives will be funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Raymond E. Garner Chief of Police
PREVIOUS COUNCIL ACTION: None	
ACTION PROPOSED: That City Council pass this Resolution.	
BACKGROUND:  The City of Laredo has been the Grantee agency for the past twenty four years of the Laredo Police Department HIDTA Task Force and The Rio Grande Valley Financial Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.  Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).	
FINANCIAL: Estimated award will be as follow: LPD HIDTA Task Force \$763,195 Rio Grande V. Task Force \$ 47,600  See attachment	
RECOMMENDATION:	STAFF: Staff recommends that this Resolution be passed.



## Resolution 2016-R-125

**Authorizing the City Manager to apply for a grant in the amount of \$810,795 to fund the Laredo Police HIDTA Task Force and the Rio Grande Valley Financial HIDTA Task Force. Both initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017.**

**Whereas**, the City Council previously adopted the budget for fiscal year 2016-2017; and

**Whereas**, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

**Whereas**, the Chief of Police recommends that this award be accepted; and

**Whereas**, funds will be used to pay personnel salaries, for 7 investigators, 1 full time administrative assistant, operational expenses, travel; and

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

Section 1: Authorizing the City Manager to apply for a grant in the amount of \$810,795 to fund the Laredo Police Department HIDTA Task Force and the Rio Grande Valley Financial HIDTA Task Force. Both initiatives are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, overtime, travel and operating expenses from January 1, 2017 through December 31, 2017.

Funding for the Rio Grande Valley Financial HIDTA Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2017 through December 31, 2017.

Section 2: the City of Laredo full time equivalents will reflect three (3) investigators, one (1) Administrative Assistant II



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

\_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
RAUL CASSO  
CITY ATTORNEY



## 4a. Budget Detail

### 2017 - SWB - South Texas

#### All Initiatives, Award Recipients and Resource Recipients

<b>Input</b>		<b>\$810,795.00</b>	
Personnel	Quantity	Amount	Comments
Financial Staff	1	\$56,597.00	
Investigative - Law Enforcement Officer	7	\$451,152.00	
<b>Total Personnel</b>	<b>8</b>	<b>\$507,749.00</b>	
Fringe	Quantity	Amount	Comments
Financial staff	1	\$16,979.00	
Investigative - Law Enforcement Officer	9	\$141,345.00	
<b>Total Fringe</b>	<b>10</b>	<b>\$158,324.00</b>	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	9	\$46,407.00	
<b>Total Overtime</b>	<b>9</b>	<b>\$46,407.00</b>	
Travel	Quantity	Amount	Comments
Administrative	3	\$2,000.00	
Investigative/Operational	8	\$8,000.00	
Training	9	\$15,000.00	
<b>Total Travel</b>	<b>20</b>	<b>\$25,000.00</b>	
Services	Quantity	Amount	Comments
Communications - mobile phones & pagers		\$13,234.00	
Communications - office phones		\$5,160.00	
Investigative services		\$1,995.00	
Service contracts		\$7,726.00	
Software - maintenance		\$4,400.00	
<b>Total Services</b>		<b>\$32,515.00</b>	



## 4a. Budget Detail

---

### 2017 - SWB - South Texas

#### All Initiatives, Award Recipients and Resource Recipients

---

<b>Input</b>	<b>\$810,795.00</b>	
<b>Supplies</b>	<b>Amount</b>	<b>Comments</b>
Investigative/Operational	\$27,000.00	
Office	\$4,000.00	
Office - machines	\$800.00	
Software - licenses	\$2,000.00	
<b>Total Supplies</b>	<b>\$33,800.00</b>	
<b>Other</b>	<b>Amount</b>	<b>Comments</b>
PE/PI/PS	\$7,000.00	
<b>Total Other</b>	<b>\$7,000.00</b>	
<b>Total Budget</b>	<b>\$810,795.00</b>	



# Budget Detail

---

## 2017 - SWB - South Texas

Initiative - Laredo DEA HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

<b>Input</b>		<b>\$112,982.00</b>	
Personnel	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$83,824.00	TFO LPD Rodolfo Guerrero
<b>Total Personnel</b>	<b>1</b>	<b>\$83,824.00</b>	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$25,147.00	TFO LPD Rodolfo Guerrero, 30 % max per HIDTA policy
<b>Total Fringe</b>	<b>1</b>	<b>\$25,147.00</b>	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$4,011.00	OT for LPD TFO Guerrero
<b>Total Overtime</b>	<b>1</b>	<b>\$4,011.00</b>	
<b>Total</b>		<b>\$112,982.00</b>	



# Budget Detail

## 2017 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

<b>Input</b>		<b>\$650,213.00</b>	
Personnel	Quantity	Amount	Comments
Financial Staff	1	\$56,597.00	Arcelia L. Elizondo
Investigative - Law Enforcement Officer	6	\$367,328.00	Inv.Ortiz, Peralta, Infante, Estrada,Lozano & Garza
<b>Total Personnel</b>	<b>7</b>	<b>\$423,925.00</b>	
Fringe	Quantity	Amount	Comments
Financial staff	1	\$16,979.00	Arcelia L. Elizondo
Investigative - Law Enforcement Officer	6	\$110,198.00	Inv.Ortiz, Peralta, Infante, Estrada,Lozano & Garza
<b>Total Fringe</b>	<b>7</b>	<b>\$127,177.00</b>	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	6	\$21,496.00	Inv.Ortiz, Peralta, Infante, Estrada,Lozano & Garza
<b>Total Overtime</b>	<b>6</b>	<b>\$21,496.00</b>	
Travel	Quantity	Amount	Comments
Administrative	3	\$2,000.00	Admin travel for HIDTA
Investigative/Operational	6	\$5,000.00	HIDTA cases
Training	7	\$10,000.00	HIDTA Staff training
<b>Total Travel</b>	<b>16</b>	<b>\$17,000.00</b>	
Services	Quantity	Amount	Comments
Communications - mobile phones & pagers	0	\$12,334.00	Cell phones for 7 Invest.1 Financial Analyst & 1 Suveillance phone
Communications - office phones	0	\$5,160.00	Fiber optic & Fax
Investigative services	0	\$1,995.00	Surveillance cell phone application
Service contracts	0	\$5,726.00	Vehicle service for 8 units



# Budget Detail

## 2017 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

<b>Input</b>		<b>\$650,213.00</b>	
Software - maintenance	0	\$4,400.00	Virtual Lines (12), Renew GPS trackers (4)
<b>Total Services</b>		<b>\$29,615.00</b>	
<b>Supplies</b>		<b>Amount</b>	<b>Comments</b>
Investigative/Operational	0	\$20,000.00	Fuel for 7 TFO units & 1 Admin vehicle
Office	0	\$4,000.00	Office Supplies
Software - licenses	0	\$2,000.00	Update software Cellebrite
<b>Total Supplies</b>		<b>\$26,000.00</b>	
<b>Other</b>		<b>Amount</b>	<b>Comments</b>
PE/PI/PS	0	\$5,000.00	PE/PI for HIDTA Cases
<b>Total Other</b>		<b>\$5,000.00</b>	
<b>Total</b>		<b>\$650,213.00</b>	



# Budget Detail

## 2017 - SWB - South Texas

Initiative - Rio Grande Valley Financial HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)

Resource Recipient - Laredo Police Department

<b>Input</b>		<b>\$47,600.00</b>	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	\$6,000.00	TFO's LPD Jose L. Estrada & Edward Flores
<b>Total Fringe</b>	<b>2</b>	<b>\$6,000.00</b>	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	\$20,900.00	TFO's LPD Jose L. Estrada & Edward Flores
<b>Total Overtime</b>	<b>2</b>	<b>\$20,900.00</b>	
Travel	Quantity	Amount	Comments
Investigative/Operational	2	\$3,000.00	
Training	2	\$5,000.00	
<b>Total Travel</b>	<b>4</b>	<b>\$8,000.00</b>	
Services	Quantity	Amount	Comments
Communications - mobile phones & pagers	0	\$900.00	Cell phone for TFO
Service contracts	0	\$2,000.00	Service for 2 TFO units
<b>Total Services</b>		<b>\$2,900.00</b>	
Supplies		Amount	Comments
Investigative/Operational	0	\$7,000.00	Fuel for 2 TFO units
Office - machines	0	\$800.00	HP all in one (printer, copier, scanner )
<b>Total Supplies</b>		<b>\$7,800.00</b>	



# Budget Detail

**2017 - SWB - South Texas**  
**Initiative - Rio Grande Valley Financial HIDTA Task Force**  
**Award Recipient - Laredo Police Department - City of Laredo (G17SS0001A)**  
**Resource Recipient - Laredo Police Department**

<b><i>Input</i></b>		<b><i>\$47,600.00</i></b>	
Other		Amount	Comments
PE/PI/PS	0	\$2,000.00	For PE/PI
<b>Total Other</b>		<b>\$2,000.00</b>	
<b>Total</b>		<b>\$47,600.00</b>	



# Budget Detail

---

*Total All Budgets*

*\$810,795.00*



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Horacio de Leon

**Staff Source:** Heberto L. Ramirez

---

**SUBJECT**

**2016-R-132** Repealing Resolution No. 2014-R-96 and authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between United Independent School District (UISD) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. UISD will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

On October 6, 2014, City Council approved via Resolution 2014-R-96, an Interlocal Cooperation Agreement between UISD and the City for the use of the City's 800MHZ Trunked Voice Radio System. The radio system is approaching the end of a 10-year maintenance contract whereby improvements are needed to expand coverage, capacity and functionality. As a result of these essential upgrades, the modification to each of the city's subscriber agreements has become necessary; therefore, the 2014 agreement has been terminated and a new agreement has been renegotiated and agreed upon. The initial fee is UISD's share of the City's \$3,971,914.00 cost to upgrade the system.

UISD has a total of 87 radios on the system, which translates to a total initial fee of \$152,294.37 (\$1,750.51 per unit) and an annual system maintenance fee of \$17,400.00 (\$200.00 per unit). The initial fee shall be payable in five (5) annual payments of \$30,458.87 beginning on August 1, 2017 and ending August 1, 2021. The operational annual fee of \$200.00 per radio, due and payable upon execution of this agreement, will be prorated from the date of execution of this agreement to September 30, 2017; thereafter payable in annual payments beginning on October 1, 2017.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**



Staff recommends approval.

---

**Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Information Technology  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Initial fee will be credited to IST line item 595-0000-373-2065 and annual operational fee will be credited to IST line item 595-0000-331-8086.

---

**Attachments**

CC-UISD  
800 MHZ Interlocal Agreement  
UISD Resolution

---



## COUNCIL COMMUNICATION

<b>DATE:</b>  11-07-16	<b>SUBJECT: RESOLUTION NO. 2016-R-132</b>  Repealing Resolution No. 2014-R-96 and authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between United Independent School District (UISD) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. UISD will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.	
<b>INITIATED BY:</b> Horacio de Leon, Asst. City Manager		<b>STAFF SOURCE:</b> Heberto L. Ramirez, Information Services & Telecommunication Director
<b>PREVIOUS COUNCIL ACTION:</b> None		
<b>BACKGROUND:</b>  On October 6, 2014, City Council approved via Resolution 2014-R-96, an Interlocal Cooperation Agreement between UISD and the City for the use of the City's 800MHZ Trunked Voice Radio System. The radio system is approaching the end of a 10-year maintenance contract whereby improvements are needed to expand coverage, capacity and functionality. As a result of these essential upgrades, the modification to each of the city's subscriber agreements has become necessary; therefore, the 2014 agreement has been terminated and a new agreement has been renegotiated and agreed upon. The initial fee is UISD's share of the City's \$3,971,914.00 cost to upgrade the system.  UISD has a total of 87 radios on the system, which translates to a total initial fee of \$152,294.37 (\$1,750.51 per unit) and an annual system maintenance fee of \$17,400.00 (\$200.00 per unit). The initial fee shall be payable in five (5) annual payments of \$30,458.87 beginning on August 1, 2017 and ending August 1, 2021. The operational annual fee of \$200.00 per radio, due and payable upon execution of this agreement, will be prorated from the date of execution of this agreement to September 30, 2017; thereafter payable in annual payments beginning on October 1, 2017.		
<b>FINANCIAL IMPACT:</b> Initial fee will be credited to IST line item 595-0000-373-2065 and annual operational fee will be credited to IST line item 595-0000-373-8086.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Staff recommends approval.



**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF LAREDO AND THE UNITED INDEPENDENT SCHOOL DISTRICT  
FOR USE OF 800 MHZ TRUNKED VOICE RADIO SYSTEM**

**WHEREAS**, the City of Laredo (“City”), a Texas home-rule and municipal corporation, and the United Independent School District (“UISD”), a political subdivision of the State of Texas, are duly authorized by Chapter 791 of the Government Code to enter into this intergovernmental agreement (“Agreement”); and

**WHEREAS**, the City owns a trunked radio system that is licensed by the Federal Communications Commission (the “FCC”) which permits radio communications and transmissions via radio units, and

**WHEREAS**, UISD desires to obtain access to the City’s communication system in order to communicate among various public safety units; and

**WHEREAS**, City and UISD are committed to delivery of the highest possible level of fire, law enforcement, medical emergency and related services; and

**WHEREAS**, City and UISD believe that interoperability – the ability for public safety agencies and communications centers to seamlessly communicate with each other – is a critical component of state-of-the-art public safety radio communications; and

**WHEREAS**, it is to the mutual benefit of the parties that UISD be granted a revocable license for interoperable use of the City’s Radio System pursuant to the terms of this Agreement.

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**I. DEFINITIONS**

For purposes of this agreement, the following definitions apply:

**a. Interoperable Radio Communications:** means radio communication between the external subscriber and City of Laredo departments and their personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the City of Laredo;

**b. License:** refers to the revocable non-exclusive permission granted to UISD by the City for use of the 800 MHZ Trunked Voice Radio System;

**c. Priority Access:** is an assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;

**d. Primary Dispatch System:** a communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;



**e. Subscriber Unit:** any mobile, stationary, or portable voice radio communications unit communicating among other radio communication units at certain air wave frequencies;

**f. Radio System:** refers to the City's 800 MHz Trunked Voice Radio System equipment;

**g. System Code Identification Number:** is an identification number that allows Subscriber Units to gain access to the Radio System to enable communication among other Subscriber Units at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Unit.

## **II. Term & Renewal**

The term of this Agreement shall commence on the last date of execution hereof ("Effective Date") and shall continue through September 30, 2017 ("Initial Term"). Thereafter, beginning on October 1, 2017, this Agreement shall automatically renew on an annual basis ("Renewal terms") for up to nine (9) additional one (1) year terms unless terminated earlier pursuant to the provisions of Section V.

## **III. Obligation of City**

In consideration of the fees to be paid and the covenants and agreements to be performed by UISD, the City agrees during the term of this Agreement to do the following:

**a.** City shall grant a revocable non-exclusive license to UISD for use of the City of Laredo's 800 MHz Trunked Voice Radio System equipment.

**b.** City shall allow UISD to purchase additional equipment should UISD's needs grow during the life of this Agreement.

**c.** City staff from the Radio Communication Services Division shall initially conduct the necessary programming to enable the UISD Subscriber Units for use on the Radio System. Upon written request by UISD, the City's Communication Personnel Technicians shall also perform any future programming in the event additional radio units require activation. The parties understand that due to the critical necessity of safeguarding the "system key," tight control over programming must be exercised by the City to ensure the integrity of the Radio System. The parties agree that the "Emergency ID" functionality of the Radio System will not be programmed into UISD radio units.

**d.** Pursuant to the authority of 51.9335 (c) of the *Texas Education Code* regarding the purchases of goods or services by an institute of higher learning, City agrees to cooperate fully with the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with any funds paid to City by UISD under this Agreement.



#### **IV. Obligations of UISD**

In consideration of the revocable license to use the City 800 MHz Trunked Voice Radio System equipment, UISD shall comply with the following obligations:

- a.** UISD shall pay City fees in accordance with the provisions of Section IV of this Agreement.
- b.** UISD shall abide by all applicable federal and state law as well as any regulations of the City of Laredo when using the radio system. UISD must provide a written request to the City of Laredo System Manager to activate Subscriber Units on the Radio System. Such request must include the model and serial number of the Subscriber Unit, the name of the user, and identifying Talk Groups required in the Subscriber Unit.
- c.** UISD shall furnish its own Subscriber Units, which must be compatible with the APCO P-25 Digital system and for maintenance of the Subscriber Units. UISD is responsible for all software and hardware required to program these Subscriber Units should it choose a different manufacturer than the one used by the City.
- d.** UISD shall not use the Laredo Police Department Operations Talk Group as their primary radio communication platform for internal radio communication within its own agency.
- e.** UISD shall identify itself when initiating conversations on the Radio System by giving its agency name (or acronym approved by the City Radio Communications Manager, followed by their unit number. Example: "XYZ PD, this is \_\_\_\_ unit 101."
- f.** When operating radio units on the Radio System, UISD shall ensure that its personnel abide by all applicable Federal Communications Commission (FCC) rules and regulations, the City's Standard Operating Procedures, the protocols set forth by individual talk-group owners, and any decisions and directives of City. UISD understands and agrees that any violation of this term shall be grounds for immediate disconnection of its radio equipment from the Radio System and immediate termination of this Agreement. In such case, UISD shall reimburse City upon receipt of demand, as holder of the FCC license, for any costs, fines or penalties assessed against as a result of a violation by UISD of any FCC rule or regulation.
- g.** UISD shall obtain approval of radio equipment from the City Radio Communications Manager prior to use of the Radio System. (Any "P25 Phase One" approved brands/models of equipment will be allowed). All costs to acquire or maintain radio units or other equipment, train personnel or to connect to the Radio System shall be borne and paid by the UISD.
- h.** UISD shall be solely responsible to apply for and obtain any permit, authorization or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over UISD or relating to UISD's operations and usage of the radio system.



- i. With regards to agency personnel who will be operating approved radio equipment on the Radio System, UISD shall undergo any required training and submit to the City Radio Communications Manager certification that such training has been received. It is understood that only employees of UISD are authorized to utilize the Radio System under this agreement.
- j. UISD shall obtain written prior approval from the City Manager when seeking to increase the number of radios units to be used under the same terms as those herein contained.
- k. UISD shall pay for any and all required repairs and maintenance on its own equipment.

#### **IV. Fees**

- a. **Initial Fee.** UISD shall pay City an initial fee per radio unit of \$1,750.51 for each two-way radio that is active on the radio system at the time of execution of this instrument. The total of this initial one-time fee is \$152,294.37 (87 radio units x \$1,750.51) and shall be payable in five (5) annual payments of \$30,458.87. The first annual payment is due on August 1, 2017, the second annual payment is due on August 1, 2018, the third annual payment is due on August 1, 2019, the fourth annual payment is due on August 1, 2020, and the final annual payment is due on August 1, 2021.
- b. **Annual Fees.** In addition to the initial fee above, UISD shall pay City an operational annual fee of \$200.00 per radio unit. UISD covenants and agrees that each succeeding year thereafter, for as long as this Agreement is in effect, the amount of the operational annual fee per radio unit shall increase by 5% from the previous year. UISD further agrees and understands that the annual fees payable by it shall be absolutely net to the City and without limiting the generality of the foregoing, acknowledges its liability to pay any applicable taxes or other rates and charges for which UISD is not exempt, if any, levied or imposed on or with respect to UISD's use of said radio system.
- c. **Total Fees for Annual Service.** Based on the fees set out above, the City will calculate the annual fee due based upon the total number of radio units and submit the first invoice to UISD upon execution of this instrument. Thereafter, the City shall submit subsequent invoices to UISD or before October 1 of each year. Nothing in this Agreement shall be read to prevent UISD from increasing the number of radios units used on comparable terms as agreed here, so long as prior written approval has been given by the City Manager.
- d. **Additional Radio Units.** Any additional radio will require a one-time fee of \$1,750.51, due at time of activation, in addition to an annual fee equal to the rate paid to the city at the time of activation. Annual Fee will be due at time of activation at the prorated amount from the time of activation to the end of the then current term.
- e. **Upgrade Fees.** UISD agrees to reimburse the City for the performance of any upgrades deemed necessary by City in order to ensure the integrity and functionality of the Radio System. UISD shall pay the prorated cost based on the number of radio units activated at time of upgrade.
- f. **Payment Due Dates.** UISD agrees to pay the City the annual fees specified above within thirty (30) days of invoice.



## **V. Termination**

- a.** Termination of this Agreement may occur by either party at any time without cause by giving sixty (60) days advance written notice to the other. In the event of a termination, UISD shall pay all fees incurred through the effective date of termination.
- b.** Notwithstanding any provision of this Agreement to the contrary, City retains the right to discontinue use of Radio System at any time and without notice to UISD and assuming no obligation to the UISD. If the City permanently discontinues the operation of the Radio System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees paid will be reimbursed by the City to UISD.

## **VI. Hold Over Status**

After expiration of the initial term and the nine (9) annual renewals permitted under Section II herein, it is understood and agreed that UISD'S continued use of the City's radio communication system shall constitute an automatic extension of this Agreement on a month-to-month basis subject to all provisions of this lease and holdover fees. The payments for such holdover status will be at rates that are equal to the last year of the Agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one-month prior written notice, may terminate the Agreement operating in a hold over status

## **VII. Release and Hold Harmless**

To the extent allowed by law, each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement In the event that a claim is filed, each party is responsible for its proportionate share of liability, if any.

## **VIII. Immunity**

In the execution of this Agreement none of the parties waive, nor shall be deemed hereby to have waived, its governmental or sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## **IX. Warranty**

**IT IS EXPRESSLY UNDERSTOOD THAT THE CITY NEITHER WARRANTS NOR ASSUMES ANY RESPONSIBILITY FOR INSTALLATION OR USE OF EQUIPMENT**



**OR FOR THE RELIABILITY OR ADEQUACY OF SERVICES PROVIDED HEREUNDER. FURTHER, BY REQUESTING THAT THE CITY PROVIDE THESE SERVICES, THE USER ASSUMES THE TOTAL RISK OF ANY LOSS ASSOCIATED WITH THE INSTALLATION OF THE RADIO EQUIPMENT; ANY LOSS RESULTING FROM THE USE OF THE RADIO EQUIPMENT SO INSTALLED; AND ANY LOSS RESULTING FROM THE USE OF THE RADIO EQUIPMENT TO WHICH OTHER RADIO SERVICES HAVE BEEN PROVIDED BY THE CITY.**

#### **X. Confidential Information**

Each Party agrees to hold in confidence to the extent permissible by law, and not communicate, transmit, publish, disseminate or otherwise disclose any of the information received as a result of having entered into this Agreement. This notwithstanding, nothing in this paragraph shall prohibit disclosure of such confidential information (a) by each party to its respective employees or agents as may be reasonably necessary in the operation of its business; (b) in connection with any legal or governmental proceeding; or (c) to any judicial, governmental or regulatory body as required to be disclosed pursuant to any statute or regulation. If any third person or entity requests or seeks to compel the parties to disclose or produce any information received under this Agreement, UISD agrees to file a timely request for an opinion of the Attorney General so as to withhold the information under Chapter 552, *Texas Government Code* the Texas Public Information Act. In addition, UISD agrees to use its best efforts to notify City within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary, to provide City an adequate opportunity to consent to or seek to prevent such disclosure through protective order or other appropriate remedy. This obligation supersedes any conflicting provisions of this agreement.

#### **XI. Assignment**

UISD agrees to retain control and to give full attention to the fulfillment of this Agreement. UISD therefore cannot assign or sublet any part or feature of the rights granted in this Agreement, either directly or indirectly, without the prior written consent of the City. In the City's sole discretion, any unauthorized assignment will result in immediate termination, forfeiture of any prepaid annual fees and subject UISD to any other legal avenue, including criminal and civil actions.

#### **XII. Remedies**

The UISD's rights and remedies set forth in this Agreement shall be its exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

#### **XIII. Authority to Execute**

The person executing this agreement on behalf of UISD warrants and represents that he or she has been duly authorized and empowered to execute and enter into this agreement on behalf of



the Interoperability User, that all action necessary to approve this agreement has taken, and that this agreement is a binding obligation of the Interoperability User.

#### **XIV. Notices**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following address:

If to CITY: City of Laredo  
Attn: IST Director  
1102 Bob Bullock Loop  
Laredo, Texas 78043

If to UISD: United Independent School District  
Attn: Superintendent  
201 Lindenwood  
Laredo, Texas 78045

#### **XV. Entire Agreement**

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such documentation subsequently submitted by either party hereunder. The agreement is made under and shall be governed by the laws of the State of Texas, and is performable in Webb County, Texas.

#### **XVI. Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement in accordance with law.

Approved by City Council through Resolution No. 2016-R-132 on November 7, 2016.



**FOR CITY OF LAREDO:**

\_\_\_\_\_  
Jesus Olivares  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
Heberto L. Ramirez  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

Raul Casso  
City Attorney

\_\_\_\_\_  
Kristina K. Laurel Hale  
First Assistant City Attorney

**FOR UNITED INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
By:

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
By:

Title: \_\_\_\_\_



**STATE OF TEXAS**

§

**COUNTY OF WEBB**

§

Before me the undersigned, a Notary Public in and for the State of Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the United Independent School District to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

Given under my hand and seal of office on the day and year last above written.

\_\_\_\_\_  
Notary Public



## RESOLUTION NO. 2016-R-132

Repealing Resolution No. 2014-R-96 and authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between United Independent School District (UISD) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. UISD will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.

**WHEREAS**, the City of Laredo will grant UISD a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System equipment with usage of eighty-seven (87) radio units for day-to-day usage and normal operations; and

**WHEREAS**, both parties acknowledge that it shall be UISD's sole responsibility and at UISD's sole cost to independently secure any right of access required by the City of Laredo or any equipment needed to access the City's 800 MHz system; and

**WHEREAS**, the term of the permission herein granted shall be for a one (1) year period and shall renew automatically for up to nine (9) additional one (1) year terms, unless terminated for any reason or no reason by either party in writing as per Section V. Termination of the agreement;

**WHEREAS**, Interoperability users must abide by all applicable Federal Communications Commission rules and regulations when operating radios on the City of Laredo Radio System;

**WHEREAS**, this resolution and Interlocal Cooperation Agreement repeals both the Interlocal Cooperation Agreement and Resolution No. 2014-R-96.

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

**SECTION 1:** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between United Independent School District (UISD) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. UISD



will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Pete Saenz  
Mayor

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY: \_\_\_\_\_  
KRISTINA K. LAUREL HALE  
FIRST ASSISTANT CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Horacio de Leon

**Staff Source:** Heberto L. Ramirez

---

**SUBJECT**

**2016-R-133** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Corrections Corporation of America (CCA) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. CCA will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

On December 1, 2008, City Council approved via Resolution 2008-R-141 an Interoperability User License Agreement between CCA and the City for the use of the City's 800MHZ Trunked Voice Radio System. The radio system is approaching the end of a 10-year maintenance contract whereby improvements are needed to expand coverage, capacity and functionality. As a result of these essential upgrades, the modification to each of the city's subscriber agreements has become necessary; therefore, the 2008 agreement will be terminated effective November 30, 2016, and a new agreement has been renegotiated and agreed upon. The initial fee is CCA's share of the City's \$3,971,914.00 cost to upgrade the system.

CCA has a total of 3 radios on the system, which translates to a total initial fee of \$5,251.53 (\$1,750.51 per unit) and an annual system maintenance fee of \$600.00 (\$200.00 per unit). The initial fee shall be payable in two (2) annual payments of \$2,625.76 beginning on December 8, 2016 and ending December 8, 2017. The operational annual fee of \$200.00 per radio, due and payable upon execution of this agreement, will be prorated from the date of execution of this agreement to September 30, 2017; thereafter payable annual payments beginning on October 1, 2017.

**COMMITTEE RECOMMENDATION**

N/A



## STAFF RECOMMENDATION

Staff recommends approval.

---

### Fiscal Impact

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Information Technology  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Initial fee will be credited to IST line item 595-0000-373-2065 and annual operational fee will be credited to IST line item 595-0000-331-8086.

---

### Attachments

CC

CCA 800MHz Interlocal

CCA Resolution

---



## COUNCIL COMMUNICATION

<b>DATE:</b>  11-07-16	<b>SUBJECT: RESOLUTION NO. 2016-R-133</b>  Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Corrections Corporation of America (CCA) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. CCA will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.	
<b>INITIATED BY:</b> Horacio de Leon, Asst. City Manager		<b>STAFF SOURCE:</b> Heberto L. Ramirez, Information Services & Telecommunication Director
<b>PREVIOUS COUNCIL ACTION:</b> None		
<b>BACKGROUND:</b>  On December 1, 2008, City Council approved via Resolution 2008-R-141 an Interoperability User License Agreement between CCA and the City for the use of the City's 800MHz Trunked Voice Radio System. The radio system is approaching the end of a 10-year maintenance contract whereby improvements are needed to expand coverage, capacity and functionality. As a result of these essential upgrades, the modification to each of the city's subscriber agreements has become necessary; therefore, the 2008 agreement will be terminated effective November 30, 2016, and a new agreement has been renegotiated and agreed upon. The initial fee is CCA's share of the City's \$3,971,914.00 cost to upgrade the system.  CCA has a total of 3 radios on the system, which translates to a total initial fee of \$5,251.53 (\$1,750.51 per unit) and an annual system maintenance fee of \$600.00 (\$200.00 per unit). The initial fee shall be payable in two (2) annual payments of \$2,625.76 beginning on December 8, 2016 and ending December 8, 2017. The operational annual fee of \$200.00 per radio, due and payable upon execution of this agreement, will be prorated from the date of execution of this agreement to September 30, 2017; thereafter payable annual payments beginning on October 1, 2017.		
<b>FINANCIAL IMPACT:</b> Initial fee will be credited to IST line item 595-0000-373-2065 and annual operational fee will be credited to IST line item 595-0000-331-8086.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Staff recommends approval.



**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF LAREDO AND THE CORRECTIONS CORPORATION OF AMERICA  
FOR USE OF 800 MHZ TRUNKED VOICE RADIO SYSTEM**

**WHEREAS**, the City of Laredo (“City”), a Texas home-rule and municipal corporation, and the Corrections Corporation of America (“CCA”), hereinafter referred to as “Interoperability User,” are duly authorized to enter into this Intergovernmental Agreement (“Agreement”); and collectively referred to as “Parties,” and

**WHEREAS**, the City owns a trunked radio system that is licensed by the Federal Communications Commission (the “FCC”) which permits radio communications and transmissions via radio units, and

**WHEREAS**, CCA desires to obtain access to the City’s communication system in order to communicate among various public safety units; and

**WHEREAS**, City and CCA are committed to delivery of the highest possible level of fire, law enforcement, medical emergency and related services; and

**WHEREAS**, City and CCA believe that interoperability – the ability for public safety agencies and communications centers to seamlessly communicate with each other – is a critical component of state-of-the-art public safety radio communications; and

**WHEREAS**, it is to the mutual benefit of the parties that CCA be granted a revocable license for interoperable use of the City’s Radio System pursuant to the terms of this Agreement.

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**I. DEFINITIONS**

For purposes of this agreement, the following definitions apply:

**a. Interoperable Radio Communications:** means radio communication between the external subscriber and City of Laredo departments and their personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the City of Laredo;

**b. License:** refers to the revocable non-exclusive permission granted to CCA by the City for use of the 800 MHZ Trunked Voice Radio System;

**c. Priority Access:** is an assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;

**d. Primary Dispatch System:** a communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;



**e. Subscriber Unit:** any mobile, stationary, or portable voice radio communications unit communicating among other radio communication units at certain air wave frequencies;

**f. Radio System:** refers to the City's 800 MHz Trunked Voice Radio System equipment;

**g. System Code Identification Number:** is an identification number that allows Subscriber Units to gain access to the Radio System to enable communication among other Subscriber Units at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Unit.

## **II. Term & Renewal**

The term of this Agreement shall commence on the last date of execution hereof ("Effective Date") and shall continue through September 30, 2017 ("Initial Term"). Thereafter, beginning on October 1, 2017, this Agreement shall automatically renew on an annual basis ("Renewal terms") for up to nine (9) additional one (1) year terms unless terminated earlier pursuant to the provisions of Section V.

## **III. Obligation of City**

In consideration of the fees to be paid and the covenants and agreements to be performed by CCA, the City agrees during the term of this Agreement to do the following:

**a.** City shall grant a revocable non-exclusive license to CCA for use of the City of Laredo's 800 MHz Trunked Voice Radio System equipment.

**b.** City shall allow CCA to purchase additional equipment should CCA's needs grow during the life of this Agreement.

**c.** City staff from the Radio Communication Services Division shall initially conduct the necessary programming to enable the CCA Subscriber Units for use on the Radio System. Upon written request by CCA, the City's Communication Personnel Technicians shall also perform any future programming in the event additional radio units require activation. The parties understand that due to the critical necessity of safeguarding the "system key," tight control over programming must be exercised by the City to ensure the integrity of the Radio System. The parties agree that the "Emergency ID" functionality of the Radio System will not be programmed into CCA radio units.

## **IV. Obligations of CCA**

In consideration of the revocable license to use the City 800 MHz Trunked Voice Radio System equipment, CCA shall comply with the following obligations:



- a.** CCA shall pay City fees in accordance with the provisions of Section IV of this Agreement.
- b.** CCA shall abide by all applicable federal and state law as well as any regulations of the City of Laredo when using the radio system. CCA must provide a written request to the City of Laredo System Manager to activate Subscriber Units on the Radio System. Such request must include the model and serial number of the Subscriber Unit, the name of the user, and identifying Talk Groups required in the Subscriber Unit.
- c.** CCA shall furnish its own Subscriber Units, which must be compatible with the APCO P-25 Digital system and for maintenance of the Subscriber Units. CCA is responsible for all software and hardware required to program these Subscriber Units should it choose a different manufacturer than the one used by the City.
- d.** CCA shall not use the Laredo Police Department Operations Talk Group as their primary radio communication platform for internal radio communication within its own agency.
- e.** CCA shall identify itself when initiating conversations on the Radio System by giving its agency name (or acronym approved by the City Radio Communications Manager, followed by their unit number. Example: "XYZ PD, this is \_\_\_\_ unit 101."
- f.** When operating radio units on the Radio System, CCA shall ensure that its personnel abide by all applicable Federal Communications Commission (FCC) rules and regulations, the city's Standard Operating Procedures, the protocols set forth by individual talk-group owners, and any decisions and directives of City. CCA understands and agrees that any violation of this term shall be grounds for immediate disconnection of its radio equipment from the Radio System and immediate termination of this Agreement. In such case, CCA shall reimburse City upon receipt of demand, as holder of the FCC license, for any costs, fines or penalties assessed against as a result of a violation by CCA of any FCC rule or regulation.
- g.** CCA shall obtain approval of radio equipment from the City Radio Communications Manager prior to use of the Radio System. (Any "P25 Phase One" approved brands/models of equipment will be allowed). All costs to acquire or maintain radio units or other equipment, train personnel or to connect to the Radio System shall be borne and paid by the CCA.
- h.** CCA shall be solely responsible to apply for and obtain any permit, authorization or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over CCA or relating to CCA's operations and usage of the radio system.
- i.** With regards to agency personnel who will be operating approved radio equipment on the Radio System, CCA shall undergo any required training and submit to the City Radio Communications Manager certification that such training has been received. It is understood that only employees of CCA are authorized to utilize the Radio System under this agreement.



j. CCA shall obtain written prior approval from the City Manager when seeking to increase the number of radios units to be used under the same terms as those herein contained.

k. CCA shall pay for any and all required repairs and maintenance on its own equipment.

#### **IV. Fees**

a. **Initial Fee.** CCA shall pay the City an initial fee per radio unit of \$1,750.51 for each two-way radio that is active on the radio system at the time of execution of this instrument. The total of this initial one-time fee is \$5,251.53 (3 radio units x \$1,750.51) and shall be payable in two (2) annual payments of \$2,627.55. The first annual payment is due on December 8, 2016, the second annual payment is due on December 8, 2017.

b. **Annual Fees.** In addition to the initial fee above, CCA shall pay City an operational annual fee of \$200.00 per radio unit. CCA covenants and agrees that each succeeding year thereafter, for as long as this Agreement is in effect, the amount of the operational annual fee per radio unit shall increase by 5% from the previous year. CCA further agrees and understands that the annual fees payable by it shall be absolutely net to the City and without limiting the generality of the foregoing, acknowledges its liability to pay any applicable taxes or other rates and charges for which CCA is not exempt, if any, levied or imposed on or with respect to CCA's use of said radio system.

c. **Total Fees for Annual Service.** Based on the fees set out above, the City will calculate the annual fee due based upon the total number of radio units and submit the first invoice to CCA upon execution of this instrument. Thereafter, the City shall submit subsequent invoices to CCA or before October 1 of each year. Nothing in this Agreement shall be read to prevent CCA from increasing the number of radios units used on comparable terms as agreed here, so long as prior written approval has been given by the City Manager.

d. **Additional Radio Units.** Any additional radio will require a one-time fee of \$1,750.51, due at time of activation, in addition to an annual fee equal to the rate paid to the city at the time of activation. Annual Fee will be due at time of activation at the prorated amount from the time of activation to the end of the then current term.

e. **Upgrade Fees.** CCA agrees to reimburse the City for the performance of any upgrades deemed necessary by City in order to ensure the integrity and functionality of the Radio System. CCA shall pay the prorated cost based on the number of radio units activated at time of upgrade.

f. **Payment Due Dates.** CCA agrees to pay the City the annual fees specified above within thirty (30) days of invoice.

#### **V. Termination**



- a. Termination of this Agreement may occur by either party at any time without cause by giving sixty (60) days advance written notice to the other. In the event of a termination, CCA shall pay all fees incurred through the effective date of termination.
- b. Notwithstanding any provision of this Agreement to the contrary, CITY retains the right to discontinue use of Radio System at any time and without notice to CCA and assuming no obligation to the CCA. If the City permanently discontinues the operation of Radio System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees paid will be reimbursed by the City to CCA.

## **VI. Hold Over Status**

After expiration of the initial term and the nine annual renewals permitted under Section II herein, it is understood and agreed that CCA'S continued use of the City's radio communication system shall constitute an automatic extension of this Agreement on a month-to-month basis subject to all provision of this lease and holdover fees. The payments for such holdover status will be at rates that are equal to the last year of the Agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one-month prior written notice, may terminate the Agreement operating in a hold over status

## **VII. Release and Hold Harmless**

To the extent allowed by law, each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement In the event that a claim is filed, each party is responsible for its proportionate share of liability, if any.

## **VIII. Immunity**

In the execution of this Agreement none of the parties waive, nor shall be deemed hereby to have waived, its governmental or sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## **IX. Warranty**

**IT IS EXPRESSLY UNDERSTOOD THAT THE CITY NEITHER WARRANTS NOR ASSUMES ANY RESPONSIBILITY FOR INSTALLATION OR USE OF EQUIPMENT OR FOR THE RELIABILITY OR ADEQUACY OF SERVICES PROVIDED HEREUNDER. FURTHER, BY REQUESTING THAT THE CITY PROVIDE THESE SERVICES, THE USER ASSUMES THE TOTAL RISK OF ANY LOSS ASSOCIATED WITH THE INSTALLATION OF THE RADIO EQUIPMENT; ANY LOSS RESULTING**



**FROM THE USE OF THE RADIO EQUIPMENT SO INSTALLED; AND ANY LOSS RESULTING FROM THE USE OF THE RADIO EQUIPMENT TO WHICH OTHER RADIO SERVICES HAVE BEEN PROVIDED BY THE CITY.**

#### **X. Confidential Information**

Each Party agrees to hold in confidence to the extent permissible by law, and not communicate, transmit, publish, disseminate or otherwise disclose any of the information received as a result of having entered into this Agreement. This notwithstanding, nothing in this paragraph shall prohibit disclosure of such confidential information (a) by each party to its respective employees or agents as may be reasonably necessary in the operation of its business; (b) in connection with any legal or governmental proceeding; or (c) to any judicial, governmental or regulatory body as required to be disclosed pursuant to any statute or regulation. If any third person or entity requests or seeks to compel the parties to disclose or produce any information received under this Agreement, CCA agrees to file a timely request for an opinion of the Attorney General so as to withhold the information under Chapter 552, *Texas Government Code* the Texas Public Information Act. In addition, CCA agrees to use its best efforts to notify CITY within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary, to provide CITY an adequate opportunity to consent to or seek to prevent such disclosure through protective order or other appropriate remedy. This obligation supersedes any conflicting provisions of this agreement.

#### **XI. Assignment**

CCA agrees to retain control and to give full attention to the fulfillment of this Agreement. CCA therefore cannot assign or sublet any part or feature of the rights granted in this Agreement, either directly or indirectly, without the prior written consent of the City. In the City's sole discretion, any unauthorized assignment will result in immediate termination, forfeiture of any prepaid annual fees and subject CCA to any other legal avenue, including criminal and civil actions.

#### **XII. Remedies**

The CCA's rights and remedies set forth in this Agreement shall be its exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

#### **XIII. Authority to Execute**

The person executing this agreement on behalf of CCA warrants and represents that he or she has been duly authorized and empowered to execute and enter into this agreement on behalf of the Interoperability User, that all action necessary to approve this agreement has taken, and that this agreement is a binding obligation of the Interoperability User.

#### **XIV. Notices**



All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following address:

If to CITY: City of Laredo  
Attn: IST Director  
1102 Bob Bullock Loop  
Laredo, Texas 78043

If to CCA: Corrections Corporation of America  
Attn: Director  
9998 South Hwy 83  
Laredo, Texas 78046

#### **XV. Entire Agreement**

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such documentation subsequently submitted by either party hereunder. The agreement is made under and shall be governed by the laws of the State of Texas, and is performable in Webb County, Texas.

#### **XVI. Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Interlocal Agreement in accordance with law.

Approved by City Council through Resolution No. 2016-R-133 on November 7, 2016.



**FOR CITY OF LAREDO:**

\_\_\_\_\_  
Jesus Olivares  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
Heberto L. Ramirez  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

Raul Casso  
City Attorney

\_\_\_\_\_  
Kristina K. Laurel Hale  
First Assistant City Attorney

**FOR CORRECTIONS CORPORATION OF AMERICA:**

\_\_\_\_\_  
By:

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
By:

Title: \_\_\_\_\_



**STATE OF TEXAS**

§

**COUNTY OF WEBB**

§

Before me the undersigned, a Notary Public in and for the State of Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the Corrections Corporation of America to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

Given under my hand and seal of office on the day and year last above written.

\_\_\_\_\_  
Notary Public



## RESOLUTION NO. 2016-R-133

Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Corrections Corporation of America (CCA) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. UUSD will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due execution of this agreement.

**WHEREAS**, the City of Laredo will grant CCA a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System equipment with usage of three (3) radio units for day-to-day usage and normal operations; and

**WHEREAS**, both parties acknowledge that it shall be CCA's sole responsibility and at CCA's sole cost to independently secure any right of access required by the City of Laredo or any equipment needed to access the City's 800 MHz system; and

**WHEREAS**, the term of the permission herein granted shall be for a one (1) year period and shall renew automatically for up to nine (9) additional one (1) year terms, unless terminated for any reason or no reason by either party in writing as per Section V. Termination of the agreement;

**WHEREAS**, Interoperability users must abide by all applicable Federal Communications Commission rules and regulations when operating radios of the City of Laredo Radio System;

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

**SECTION 1:** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Corrections Corporation of America (CCA) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. CCA will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due execution of this agreement.



**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Pete Saenz  
Mayor

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY: \_\_\_\_\_  
KRISTINA K. LAUREL HALE  
FIRST ASSISTANT CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Initiated By:** Horacio de Leon

**Staff Source:** Heberto L. Ramirez

---

**SUBJECT**

**2016-R-134** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Texas A&M International University (TAMIU) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. TAMIU will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

On June 6, 2011, City Council approved via Resolution 2011-R-054, an Interlocal Cooperation Agreement between TAMIU and the City for the use of the City's 800MHZ Trunked Voice Radio System. The radio system is approaching the end of a 10-year maintenance contract whereby improvements are needed to expand coverage, capacity and functionality. As a result of these essential upgrades, the modification to each of the city's subscriber agreements has become necessary; therefore, the 2014 agreement has been terminated and a new agreement has been renegotiated and agreed upon. The initial fee is TAMIU's share of the City's \$3,971,914.00 cost to upgrade the system.

TAMIU has a total of 29 radios on the system, which translates to a total initial fee of \$50,764.79 (\$1,750.51 per unit) and an annual system maintenance fee of \$5,800.00 (\$200.00 per unit). The initial fee shall be payable in five (5) annual payments of \$10,152.96 beginning on August 1, 2017 and ending August 1, 2021. The operational annual fee of \$200.00 per radio, due and payable upon execution of this agreement, will be prorated from the date of execution of this agreement to September 30, 2017; thereafter payable in annual payments beginning on October 1, 2017.

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**



Staff recommends approval.

---

---

**Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Information Technology  
**Account #:**  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Initial fee will be credited to IST line item 595-0000-373-2065 and annual operational fee will be credited to IST line item 595-0000-331-8086.

---

---

**Attachments**

CC

TAMIU 800MHz Interlocal

Resolution TAMIU

---

---



## COUNCIL COMMUNICATION

<b>DATE:</b>  11-07-16	<b>SUBJECT: RESOLUTION NO. 2016-R-134</b>  Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Texas A&M International University (TAMIU) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. TAMIU will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.	
<b>INITIATED BY:</b> Horacio de Leon, Asst. City Manager		<b>STAFF SOURCE:</b> Heberto L. Ramirez, Information Services & Telecommunication Director
<b>PREVIOUS COUNCIL ACTION:</b> None		
<b>BACKGROUND:</b>  On June 6, 2011, City Council approved via Resolution 2011-R-054, an Interlocal Cooperation Agreement between TAMIU and the City for the use of the City's 800MHZ Trunked Voice Radio System. The radio system is approaching the end of a 10-year maintenance contract whereby improvements are needed to expand coverage, capacity and functionality. As a result of these essential upgrades, the modification to each of the city's subscriber agreements has become necessary; therefore, the 2014 agreement has been terminated and a new agreement has been renegotiated and agreed upon. The initial fee is TAMIU's share of the City's \$3,971,914.00 cost to upgrade the system.  TAMIU has a total of 29 radios on the system, which translates to a total initial fee of \$50,764.79 (\$1,750.51 per unit) and an annual system maintenance fee of \$5,800.00 (\$200.00 per unit). The initial fee shall be payable in five (5) annual payments of \$10,152.96 beginning on August 1, 2017 and ending August 1, 2021. The operational annual fee of \$200.00 per radio, due and payable upon execution of this agreement, will be prorated from the date of execution of this agreement to September 30, 2017; thereafter payable in annual payments beginning on October 1, 2017.		
<b>FINANCIAL IMPACT:</b> Initial fee will be credited to IST line item 595-0000-373-2065 and annual operational fee will be credited to IST line item 595-0000-331-8086.		
<b>COMMITTEE RECOMMENDATION:</b>		<b>STAFF RECOMMENDATION:</b> Staff recommends approval.



**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF LAREDO AND TEXAS A&M INTERNATIONAL UNIVERSITY  
FOR USE OF 800 MHZ TRUNKED VOICE RADIO SYSTEM**

**WHEREAS**, the City of Laredo (“City”), a Texas home-rule and municipal corporation, and Texas A&M International University (“TAMIU”), a political subdivision of the State of Texas, are duly authorized by Chapter 791 of the Government Code to enter into this intergovernmental agreement (“Agreement”); and

**WHEREAS**, the City owns a trunked radio system that is licensed by the Federal Communications Commission (the “FCC”) which permits radio communications and transmissions via radio units, and

**WHEREAS**, TAMIU desires to obtain access to the City’s communication system in order to communicate among various public safety units; and

**WHEREAS**, City and TAMIU are committed to delivery of the highest possible level of fire, law enforcement, medical emergency and related services; and

**WHEREAS**, City and TAMIU believe that interoperability – the ability for public safety agencies and communications centers to seamlessly communicate with each other – is a critical component of state-of-the-art public safety radio communications; and

**WHEREAS**, it is to the mutual benefit of the parties that TAMIU be granted a revocable license for interoperable use of the City’s Radio System pursuant to the terms of this Agreement.

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**I. DEFINITIONS**

For purposes of this agreement, the following definitions apply:

**a. Interoperable Radio Communications:** means radio communication between the external subscriber and City of Laredo departments and their personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the City of Laredo;

**b. License:** refers to the revocable non-exclusive permission granted to TAMIU by the City for use of the 800 MHZ Trunked Voice Radio System;

**c. Priority Access:** is an assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;

**d. Primary Dispatch System:** a communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;



**e. Subscriber Unit:** any mobile, stationary, or portable voice radio communications unit communicating among other radio communication units at certain air wave frequencies;

**f. Radio System:** refers to the City's 800 MHz Trunked Voice Radio System equipment;

**g. System Code Identification Number:** is an identification number that allows Subscriber Units to gain access to the Radio System to enable communication among other Subscriber Units at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Unit.

## **II. Term & Renewal**

The term of this Agreement shall commence on the last date of execution hereof ("Effective Date") and shall continue through September 30, 2017 ("Initial Term"). Thereafter, beginning on October 1, 2017, this Agreement shall automatically renew on an annual basis ("Renewal terms") for up to nine (9) additional one (1) year terms unless terminated earlier pursuant to the provisions of Section V.

## **III. Obligation of City**

In consideration of the fees to be paid and the covenants and agreements to be performed by TAMIU, the City agrees during the term of this Agreement to do the following:

**a.** City shall grant a revocable non-exclusive license to TAMIU for use of the City of Laredo's 800 MHz Trunked Voice Radio System equipment.

**b.** City shall allow TAMIU to purchase additional equipment should TAMIU's needs grow during the life of this Agreement.

**c.** City staff from the Radio Communication Services Division shall initially conduct the necessary programming to enable the TAMIU Subscriber Units for use on the Radio System. Upon written request by TAMIU, the City's Communication Personnel Technicians shall also perform any future programming in the event additional radio units require activation. The parties understand that due to the critical necessity of safeguarding the "system key," tight control over programming must be exercised by the City to ensure the integrity of the Radio System. The parties agree that the "Emergency ID" functionality of the Radio System will not be programmed into TAMIU radio units.

**d.** Pursuant to the authority of 51.9335 (c) of the *Texas Education Code* regarding the purchases of goods or services by an institute of higher learning, City agrees to cooperate fully with the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with any funds paid to City by TAMIU under this Agreement.



#### **IV. Obligations of TAMIU**

In consideration of the revocable license to use the City 800 MHz Trunked Voice Radio System equipment, TAMIU shall comply with the following obligations:

- a.** TAMIU shall pay City fees in accordance with the provisions of Section IV of this Agreement.
- b.** TAMIU shall abide by all applicable federal and state law as well as any regulations of the City of Laredo when using the radio system. TAMIU must provide a written request to the City of Laredo System Manager to activate Subscriber Units on the Radio System. Such request must include the model and serial number of the Subscriber Unit, the name of the user, and identifying Talk Groups required in the Subscriber Unit.
- c.** TAMIU shall furnish its own Subscriber Units, which must be compatible with the APCO P-25 Digital system and for maintenance of the Subscriber Units. TAMIU is responsible for all software and hardware required to program these Subscriber Units should it choose a different manufacturer than the one used by the City.
- d.** TAMIU shall not use the Laredo Police Department Operations Talk Group as their primary radio communication platform for internal radio communication within its own agency.
- e.** TAMIU shall identify itself when initiating conversations on the Radio System by giving its agency name (or acronym approved by the City Radio Communications Manager, followed by their unit number. Example: "XYZ PD, this is \_\_\_\_ unit 101."
- f.** When operating radio units on the Radio System, TAMIU shall ensure that its personnel abide by all applicable Federal Communications Commission (FCC) rules and regulations, the City's Standard Operating Procedures, the protocols set forth by individual talk-group owners, and any decisions and directives of City. TAMIU understands and agrees that any violation of this term shall be grounds for immediate disconnection of its radio equipment from the Radio System and immediate termination of this Agreement. In such case, TAMIU shall reimburse City upon receipt of demand, as holder of the FCC license, for any costs, fines or penalties assessed against as a result of a violation by TAMIU of any FCC rule or regulation.
- g.** TAMIU shall obtain approval of radio equipment from the City Radio Communications Manager prior to use of the Radio System. (Any "P25 Phase One" approved brands/models of equipment will be allowed). All costs to acquire or maintain radio units or other equipment, train personnel or to connect to the Radio System shall be borne and paid by the TAMIU.
- h.** TAMIU shall be solely responsible to apply for and obtain any permit, authorization or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over TAMIU or relating to TAMIU's operations and usage of the radio system.



- i. With regards to agency personnel who will be operating approved radio equipment on the Radio System, TAMIU shall undergo any required training and submit to the City Radio Communications Manager certification that such training has been received. It is understood that only employees of TAMIU are authorized to utilize the Radio System under this agreement.
- j. TAMIU shall obtain written prior approval from the City Manager when seeking to increase the number of radios units to be used under the same terms as those herein contained.
- k. TAMIU shall pay for any and all required repairs and maintenance on its own equipment.

#### **IV. Fees**

**a. Initial Fee.** TAMIU shall pay City an initial fee per radio unit of \$1,750.51 for each two-way radio that is active on the radio system at the time of execution of this instrument. The total of this initial one-time fee is \$50,764.79 (29 radio units x \$1,750.51) and shall be payable in five (5) annual payments of \$10,152.96. The first annual payment is due on August 1, 2017, the second annual payment is due on August 1, 2018, the third annual payment is due on August 1, 2019, the fourth annual payment is due on August 1, 2020, and the final annual payment is due on August 1, 2021.

**b. Annual Fees.** In addition to the initial fee above, TAMIU shall pay City an operational annual fee of \$200.00 per radio unit. TAMIU covenants and agrees that each succeeding year thereafter, for as long as this Agreement is in effect, the amount of the operational annual fee per radio unit shall increase by 5% from the previous year. TAMIU further agrees and understands that the annual fees payable by it shall be absolutely net to the City and without limiting the generality of the foregoing, acknowledges its liability to pay any applicable taxes or other rates and charges for which TAMIU is not exempt, if any, levied or imposed on or with respect to TAMIU's use of said radio system.

**c. Total Fees for Annual Service.** Based on the fees set out above, the City will calculate the annual fee due based upon the total number of radio units and submit the first invoice to TAMIU upon execution of this instrument. Thereafter, the City shall submit subsequent invoices to TAMIU or before October 1 of each year. Nothing in this Agreement shall be read to prevent TAMIU from increasing the number of radios units used on comparable terms as agreed here, so long as prior written approval has been given by the City Manager.

**d. Additional Radio Units.** Any additional radio will require a one-time fee of \$1,750.51, due at time of activation, in addition to an annual fee equal to the rate paid to the city at the time of activation. Annual Fee will be due at time of activation at the prorated amount from the time of activation to the end of the then current term.

**e. Upgrade Fees.** TAMIU agrees to reimburse the City for the performance of any upgrades deemed necessary by City in order to ensure the integrity and functionality of the Radio System. TAMIU shall pay the prorated cost based on the number of radio units activated at time of upgrade.



**f. Payment Due Dates.** TAMIU agrees to pay the City the annual fees specified above within thirty (30) days of invoice.

## **V. Termination**

**a.** Termination of this Agreement may occur by either party at any time without cause by giving sixty (60) days advance written notice to the other. In the event of a termination, TAMIU shall pay all fees incurred through the effective date of termination.

**b.** Notwithstanding any provision of this Agreement to the contrary, City retains the right to discontinue use of Radio System at any time and without notice to TAMIU and assuming no obligation to the TAMIU. If the City permanently discontinues the operation of the Radio System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees paid will be reimbursed by the City to TAMIU.

## **VI. Hold Over Status**

After expiration of the initial term and the nine (9) annual renewals permitted under Section II herein, it is understood and agreed that TAMIU'S continued use of the City's radio communication system shall constitute an automatic extension of this Agreement on a month-to-month basis subject to all provisions of this lease and holdover fees. The payments for such holdover status will be at rates that are equal to the last year of the Agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one-month prior written notice, may terminate the Agreement operating in a hold over status

## **VII. Release and Hold Harmless**

To the extent allowed by law, each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement In the event that a claim is filed, each party is responsible for its proportionate share of liability, if any.

## **VIII. Immunity**

In the execution of this Agreement none of the parties waive, nor shall be deemed hereby to have waived, its governmental or sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.



## **IX. Warranty**

**IT IS EXPRESSLY UNDERSTOOD THAT THE CITY NEITHER WARRANTS NOR ASSUMES ANY RESPONSIBILITY FOR INSTALLATION OR USE OF EQUIPMENT OR FOR THE RELIABILITY OR ADEQUACY OF SERVICES PROVIDED HEREUNDER. FURTHER, BY REQUESTING THAT THE CITY PROVIDE THESE SERVICES, THE USER ASSUMES THE TOTAL RISK OF ANY LOSS ASSOCIATED WITH THE INSTALLATION OF THE RADIO EQUIPMENT; ANY LOSS RESULTING FROM THE USE OF THE RADIO EQUIPMENT SO INSTALLED; AND ANY LOSS RESULTING FROM THE USE OF THE RADIO EQUIPMENT TO WHICH OTHER RADIO SERVICES HAVE BEEN PROVIDED BY THE CITY.**

## **X. Confidential Information**

Each Party agrees to hold in confidence to the extent permissible by law, and not communicate, transmit, publish, disseminate or otherwise disclose any of the information received as a result of having entered into this Agreement. This notwithstanding, nothing in this paragraph shall prohibit disclosure of such confidential information (a) by each party to its respective employees or agents as may be reasonably necessary in the operation of its business; (b) in connection with any legal or governmental proceeding; or (c) to any judicial, governmental or regulatory body as required to be disclosed pursuant to any statute or regulation. If any third person or entity requests or seeks to compel the parties to disclose or produce any information received under this Agreement, TAMIU agrees to file a timely request for an opinion of the Attorney General so as to withhold the information under Chapter 552, *Texas Government Code* the Texas Public Information Act. In addition, TAMIU agrees to use its best efforts to notify City within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary, to provide City an adequate opportunity to consent to or seek to prevent such disclosure through protective order or other appropriate remedy. This obligation supersedes any conflicting provisions of this agreement.

## **XI. Assignment**

TAMIU agrees to retain control and to give full attention to the fulfillment of this Agreement. TAMIU therefore cannot assign or sublet any part or feature of the rights granted in this Agreement, either directly or indirectly, without the prior written consent of the City. In the City's sole discretion, any unauthorized assignment will result in immediate termination, forfeiture of any prepaid annual fees and subject TAMIU to any other legal avenue, including criminal and civil actions.

## **XII. Remedies**

The TAMIU's rights and remedies set forth in this Agreement shall be its exclusive remedies, regardless of the cause of action, for the breach of this Agreement.



### **XIII. Authority to Execute**

The person executing this agreement on behalf of TAMIU warrants and represents that he or she has been duly authorized and empowered to execute and enter into this agreement on behalf of the Interoperability User, that all action necessary to approve this agreement has taken, and that this agreement is a binding obligation of the Interoperability User.

### **XIV. Notices**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following address:

If to CITY: City of Laredo  
Attn: IST Director  
1102 Bob Bullock Loop  
Laredo, Texas 78043

If to TAMIU: Texas A&M International University  
Attn: Vice President of Finance and Administration  
5201 University Boulevard  
Laredo, Texas 78041

### **XV. Entire Agreement**

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such documentation subsequently submitted by either party hereunder. The agreement is made under and shall be governed by the laws of the State of Texas, and is performable in Webb County, Texas.

### **XVI. Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.



**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement in accordance with law.

Approved by City Council through Resolution No. 2016-R-134 on November 7, 2016.

**FOR CITY OF LAREDO:**

\_\_\_\_\_  
Jesus Olivares  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
Heberto L. Ramirez  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

Raul Casso  
City Attorney

\_\_\_\_\_  
Kristina K. Laurel Hale  
First Assistant City Attorney

**FOR TEXAS A&M INTERNATIONAL UNIVERSITY:**

\_\_\_\_\_  
By:

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
By:

Title: \_\_\_\_\_



**STATE OF TEXAS**

§

**COUNTY OF WEBB**

§

Before me the undersigned, a Notary Public in and for the State of Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the Texas A&M International University to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

Given under my hand and seal of office on the day and year last above written.

\_\_\_\_\_  
Notary Public



## RESOLUTION NO. 2016-R-134

Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Texas A&M International University (TAMIU) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. TAMIU will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.

**WHEREAS**, the City of Laredo will grant TAMIU a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System equipment with usage of twenty-nine (29) radio units for day-to-day usage and normal operations; and

**WHEREAS**, both parties acknowledge that it shall be TAMIU's sole responsibility and at TAMIU's sole cost to independently secure any right of access required by the City of Laredo or any equipment needed to access the City's 800 MHz system; and

**WHEREAS**, the term of the permission herein granted shall be for a one (1) year period and shall renew automatically for up to nine (9) additional one (1) year terms, unless terminated for any reason or no reason by either party in writing as per Section V. Termination of the agreement;

**WHEREAS**, Interoperability users must abide by all applicable Federal Communications Commission rules and regulations when operating radios on the City of Laredo Radio System;

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

**SECTION 1:** Authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement, attached hereto, between Texas A&M International University (TAMIU) and the City of Laredo (City) for the purpose of granting a non-exclusive permission to use the City of Laredo's 800 MHz Trunked Voice Radio System. TAMIU will be operating portable radios and base stations on a daily basis and will be responsible to pay an initial fee of \$1,750.51 per radio (unit) and an operational annual fee of \$200.00 per radio (unit) due upon execution of this agreement.



**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE  
\_\_\_\_\_ DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Pete Saenz  
Mayor

ATTEST:

\_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

BY: \_\_\_\_\_  
KRISTINA K. LAUREL HALE  
FIRST ASSISTANT CITY ATTORNEY



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

---

**SUBJECT**

**2016-R-135** Ratifying the dedication of a 100' wide Right-of-Way for the extension of Bartlett Avenue by D & J Alexander Management, L.P., a Texas Limited Partnership. Said tract of land containing 14.14 Acres, more or less, out of that certain 978 Acres conveyed to Alexander Residential Development Co. L.L.C., as per deed recorded in Volume 857, pages 66-68, Webb County Deed Records. being situated in Porcion 26, Agustin Sanchez Original Grantee, Abstract 282, and being more particularly described as Exhibit "A".

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

n/a

**PREVIOUS COUNCIL ACTION**

n/a

**BACKGROUND**

D & J Alexander Management, L.P. is willing to dedicate to the City of Laredo a one hundred-foot-wide (100') Right-of-Way; this will finalize Bartlett Avenue continuity as described on the attached Exhibit "A"

The Bartlett Avenue Extension offers continued access between Jacaman Road and Del Mar Boulevard.

The acceptance of this dedication will promote traffic safety and future growth to the surrounding area from the construction of this Right-of-Way.

**COMMITTEE RECOMMENDATION**

n/a

**STAFF RECOMMENDATION**

Staff recommends passage of this Resolution.

---

**Fiscal Impact**

**Fiscal Year:**

2017



**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Right-of-Way will be accounted for in the City of Laredo Fixed Assets.

---

**Attachments**

Exhibit A

14.14 Acre -WD

2016-R-135

---







**FIELD NOTES****FOR A PROPOSED 100' WIDE RIGHT-OF-WAY EXTENSION (BARTLETT AVE.)  
14.14 ACRES (SURFACE ONLY)**

**A TRACT OF LAND CONTAINING 14.14 ACRES**, more or less, being the surface only out of that certain 1,450 Acres of land Conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez, Recorded in Volume 414, Pages 502-506, Deed Records Webb County, Texas, subsequently conveyed to Alexander Residential Development Co. L.L.C., 978 Acres as per Deed Recorded in Volume 857, Pages 66-68, Webb County Deed Records. Situated in Porcion 26, Agustin Sanchez Original Grantee, Abstract 282, Webb County, Texas, and being more particularly described as follows, to-wit;

**COMMENCING** at a found  $\frac{1}{4}$ " iron rod on the southeast line of said remaining portion of 978 Acres, the westerly right-of-way of Bartlett Ave. (80' ROW), the northwest corner of Summerwind Subdivision Unit 1 recorded in Volume 19, Page 87, Webb County Map Records, the northeast corner of Bartlett Apartments Subdivision at Jacaman Ranch recorded in Volume 20, Page 3, Webb County Map Records, **THENCE N 14°08'39" W** a distance of **446.53** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", the most southerly southwest corner hereof and **TRUE POINT OF BEGINNING**;

**Thence**, within said remaining portion of 978 Acres in a northeasterly direction the following calls:

Along a curve to the right having a radius of 1250.00 feet, a central angle of 71°22'33", a tangent length of 897.82 feet, the long chord of which bears **N 32°30'35" E** for a distance of **1,458.43** feet with a radial line in of **N 86°49'18" E** and a radial line out of **N 21°48'09" W** for an arc length of 1,557.18 feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

**N 68°11'51" E** a distance of **540.24** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**N 23°11'51" E** a distance of **28.28** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**N 68°11'51" E** a distance of **60.00** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**S 66°48'09" E** a distance of **28.28** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**N 68°11'51" E** a distance of **1,199.33** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a tangent curve to the left with a radius of 1450.00 feet, a tangent length of 689.56 feet, a central angle of 50°52'04", the radius of which bears **N 21°48'09" W**, the chord of which bears **N 42°45'49" E** for a distance of **1,245.46** feet; Thence along the arc of said curve for a distance of 1,287.32 feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;

**N 28°25'54" W** a distance of **28.10** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**N 16°12'58" E** a distance of **80.00** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**N 61°11'51" E** a distance of **28.28** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**N 16°11'51" E** a distance of **500.85** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a tangent curve to the left with a radius of 950.00 feet, a tangent length of 337.72 feet, a central angle of 39°08'26", the radius of which bears **N 73°48'09" W**, the chord of which bears **N 03°22'22" W** for a distance of **636.43** feet; Thence along the arc of said curve for a distance of 648.98 feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

**N 17°07'27" W** a distance of **126.18** feet to a found  $\frac{1}{4}$ " iron rod on the northwest line of said remaining portion of 978 Acres, the southeast corner of Lot 1, Block 1, Lago Del Mar Subdivision Unit 12 recorded in Volume 26, Page 34, Webb County Map Records, the most southerly southwest corner of Bartlett Ave. (80' ROW) as per Lago Del Mar Subdivision Unit 12, the most westerly northwest corner hereof;

Thence, with the northwest line of said remaining portion of 978 Acres, the southeast line of said Bartlett Ave. (80' ROW), **N 67°04'14" E** a distance of **80.00** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", the most southerly southeast corner of Bartlett Ave. (80' ROW) as per Lago Del Mar Subdivision Unit 12, the southwest corner of remaining portion of a 5.9688 Acre Tract deeded to Lago Del Mar, LTD. recorded in Volume 229, Pages 883-889, Webb County Deed Records, the most northerly northeast corner hereof;

**Thence**, within said remaining portion of 978 Acres in a southwesterly direction the following calls:

**S 26°13'44" E** a distance of **125.72** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a non-tangent curve to the right having a radius of 1050.00 feet, a central angle of 39°08'26", a tangent length of 373.27 feet, the long chord of which bears **S 03°22'22" E** for a distance of **703.42** feet with a radial line in of **S 67°03'25" W** and a radial line out of **S 73°48'09" E** for an arc length of 717.29 feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

**S 16°11'51" W** a distance of **500.85** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**S 28°48'09" E** a distance of **28.28** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**S 16°12'53" W** a distance of **80.00** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
**S 61°32'32" W** a distance of **28.45** feet to a set  $\frac{1}{4}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;



Thence, along a non-tangent curve to the right having a radius of 1550.00 feet, a central angle of  $50^{\circ}56'27''$ , a tangent length of 738.33 feet, the long chord of which bears  $S 42^{\circ}43'38'' W$  for a distance of **1,333.14** feet with a radial line in of  $N 72^{\circ}44'36'' W$  and a radial line out of  $S 21^{\circ}48'09'' E$  for an arc length of 1,378.08 feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of tangency hereof;

$S 68^{\circ}11'51'' W$  a distance of **1,199.33** feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
 $S 23^{\circ}11'51'' W$  a distance of **28.28** feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
 $S 68^{\circ}11'51'' W$  a distance of **60.00** feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
 $N 66^{\circ}48'09'' W$  a distance of **28.28** feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a clip corner hereof;  
 $S 68^{\circ}11'51'' W$  a distance of **540.24** feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", a point of curvature hereof;

Thence, along a tangent curve to the left with a radius of 1150.00 feet, a tangent length of 829.94 feet, a central angle of  $71^{\circ}38'07''$ , the radius of which bears  $S 21^{\circ}48'09'' E$ , the chord of which bears  $S 32^{\circ}22'48'' W$  for a distance of **1,345.98** feet; Thence along the arc of said curve for a distance of 1,437.81 feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", the most southerly southeast corner hereof;

$S 89^{\circ}47'58'' W$  a distance of **100.14** feet to a set  $\frac{1}{2}$ " iron rod w/blue plastic cap labeled "PCE 100097-00", to the **POINT OF BEGINNING** and containing 14.14 acres of land, more or less.

MONUMENT HELD:

A FOUND  $\frac{1}{2}$ " 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  $\frac{1}{2}$ " 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:  $N 02^{\circ}46'16'' W$  3738.81'

MEASURED:  $N 02^{\circ}46'16'' W$  3738.94'

Note: All set  $\frac{1}{2}$ " iron rods are capped with a blue plastic cap labeled "PCE 100097-00" (Premier Civil Engineering, LLC dba, Premier Land Surveyors Professional Surveying Firm Registration Number)

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE 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



8-12-15  
Date:



## WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND/OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:**        October 13, 2016.

**Grantor:**        D & J ALEXANDER MANAGEMENT, L.P., a Texas Limited Partnership

**Grantor's Mailing Address (including county):**

1302 Calle Del Norte, Suite 1  
Laredo, Webb County, Texas 78041

**Grantee:**        CITY OF LAREDO, TEXAS

**Grantee's Mailing Address (including county):**

1110 Houston  
Laredo, Webb County, Texas 78040

**Consideration:**

TEN (\$10.00) DOLLARS and other valuable consideration cash in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged.

**Property (including improvements):**

Situated in Webb County, Texas, and being THE SURFACE ONLY OF a tract of land containing 14.14 acres, more or less, out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez, recorded in Volume 414, Pages 502-506, Deed Records of Webb County, Texas, 978 acres subsequently conveyed to Alexander Residential Development Co., LLC, as per Deed recorded in Volume 857, Pages 66-68, Webb County Deed Records, being situated in Porcion 26, Agustin Sanchez Original Grantee, Abstract 282, being more particularly described by metes and bounds in "Exhibit A" attached hereto and made a part hereof for all purposes.



**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to all easements, leases, reservations and all matters affecting the subject property filed of record in the Webb County Clerk's Office in effect as of the date of this deed, as well as any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND TO HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereto, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

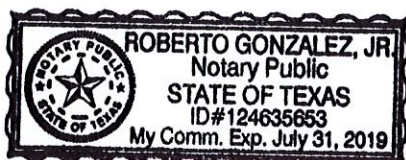
DATED the 13<sup>th</sup> day of October 2016.

D&J ALEXANDER MANAGEMENT, L.P.  
A Texas Limited Partnership  
By its General Partner  
DELFINA E. AND JOSEFINA ALEXANDER, LLC-1  
A Texas Limited Liability Company

By:   
DAVID ARREDONDO, Development Manager

STATE OF TEXAS           §  
COUNTY OF WEBB       §

This instrument was acknowledged before me on the 13<sup>th</sup> day of October 2016, by David H. Arredondo, Development Manager of Delfina E. and Josefina Alexander LLC-1, a Texas Limited Liability Company, General Partner of D&J Alexander Management, L.P., a Texas Limited Partnership, on behalf of said company.



  
Notary Public, State of Texas



**RESOLUTION 2016-R-135**

**RATIFYING THE DEDICATION OF A 100' WIDE RIGHT-OF-WAY FOR THE EXTENSION OF BARTLETT AVENUE BY D & J ALEXANDER MANAGEMENT, L.P., A TEXAS LIMITED PARTNERSHIP. SAID TRACT OF LAND CONTAINING 14.14 ACRES, MORE OR LESS, OUT OF THAT CERTAIN 978 ACRES CONVEYED TO ALEXANDER RESIDENTIAL DEVELOPMENT CO. L.L.C., AS PER DEED RECORDED IN VOLUME 857, PAGES 66-68, WEBB COUNTY DEED RECORDS. BEING SITUATED IN PORCION 26, AGUSTIN SANCHEZ ORIGINAL GRANTEE, ABSTRACT 282, WEBB COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS EXHIBIT "A".**

**WHEREAS**, D & J Alexander Management, L.P. is willing to dedicate to the City of Laredo, a one hundred-foot-wide (100') Right-of-Way to finalize Bartlett Avenue's continuity as described on the attached Exhibit "A"; and

**WHEREAS**, the Bartlett Avenue Extension offers continued access between Jacaman Road and Del Mar Boulevard; and

**WHEREAS**, the acceptance of this dedication will promote traffic safety and future growth to the surrounding area from the construction of this Right- of- Way.

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

It hereby authorizes the City Manager to accept the dedication of a 100' wide right-of-way for the extension of Bartlett Avenue by D & J Alexander Management, L.P., a Texas Limited Partnership:

Said tract of land containing 14.14 Acres, more or less, out of that certain 978 Acres conveyed to Alexander Residential Development Co. L.L.C., as per deed recorded in Volume 857, Pages 66-68, Webb County Deed Records. being situated in Porcion 26, Agustin Sanchez Original Grantee, Abstract 282, Webb County, Texas, and being more particularly described as Exhibit "A".

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS \_\_\_\_ DAY OF NOVEMBER, 2016.

By: \_\_\_\_\_  
PETE SAENZ  
MAYOR

ATTEST:

By: \_\_\_\_\_  
HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:  
RAUL CASSO  
CITY ATTORNEY

By: \_\_\_\_\_  
SYLVIA MOLINA  
ASSISTANT ATTORNEY



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Hector F. Gonzalez, MD, MPH, Director of Health

---

**SUBJECT**

**2016-R-136** Authorizing the City Manager to accept and enter into contract with the Texas Department of State Health Services (DSHS) in the amount of \$200,000.00, for the continuation of the Texas Healthy Adolescent Initiative (THAI) clinic-based program to assist youth with preventive health care and behavioral health services for the period beginning September 1, 2016 through August 31, 2017. This is renewable for another three (3) years pending funding availability.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

On February 16, 2016, Council approved Ordinance 2016-O-24. On June 6, 2016, Council approved a motion regarding the application for continued funding.

**BACKGROUND**

The Department of State Health Services (DSHS), Office of Title V & Family Health is working with the 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 and enhance preventive health and social services, prepare them with a strong foundation for adult life, and support positive life and healthier 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, preventive health care, 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 up to \$80,000 with the Texas Campaign and Baylor School of Medicine to conduct evidenced based youth outreach services training and technical assistance and quality assurance evaluation.



## COMMITTEE RECOMMENDATION

N/A

## STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

---

### Fiscal Impact

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Y  
**Source of Funds:** DSHS  
**Account #:** 226-6035  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

The revenue account 226-0000-323-4019 and the expenditure division 226-6035 with the project number HEA102 will increase by \$200,000.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$200,000.00. The total budget remains the same.

---

### Attachments

Contract

2016-R-136

Budget

---



## DEPARTMENT OF STATE HEALTH SERVICES



### Amendment #01

**The Department of State Health Services (DSHS) and City of Laredo Health Department** (Contractor) agree to amend Contract ID#2016-048897 (Contract), which was effective on February 1, 2016. This Contract has not been amended prior to this Amendment. This Amendment will be denominated as Contract No. 2016-048897-002.

- I. The Parties agree to amend Section 2 of the Contract to increase the total amount of the Contract to **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**, of which **\$200,000.00** is allocated toward the Fiscal Year 17 (FY17) contract term September 1, 2016 through August 31, 2017.
- II. The Parties agree to amend Section 4 of the Contract and the term of the Program Attachment to extend the Contract term to August 31, 2017.
- III. The Parties agree to delete the following struck-through language:

#### ~~SECTION II: PERFORMANCE MEASURES~~

- IV. The Parties agree to revise the Year 2 and Year 3 Contractor requirements in SECTION I: STATEMENT OF WORK of the Program Attachment to the following:

#### **Year 2:**

Contractor shall:

- By October 31, 2016, re-administer, with input from youth on the Youth-Adult Council, the Youth-Friendly Services Self-Assessment Tool and submit findings and improvement plan to DSHS;
- Begin Clinic Work Plan implementation;
- By November 30, 2016, with input from youth on the Youth-Adult Council, develop a Media Campaign Plan to be approved in writing by DSHS;
- By March 31 2017, submit a satisfaction report of Council members, patients, and families in the format provided by DSHS;
- By August 31, 2017, implement the approved Media Campaign Plan;
- 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;
- Implement activities in the Improvement Plan; and
- Review and update needs assessment and gap analysis as requested by DSHS and in the format provided by DSHS.



**Year 3:**

Contractor shall:

- Continue Clinic implementation and activities, including resource development for coordination of services;
- Continue to gather internal and independent evaluations and client satisfaction data for examining changes in youth resilience in YAC, patients, and effectiveness of Clinic implementation and modifications;
- Ensure the YAC continues to focus on the Youth-Friendly Services Self-Assessment Tool results and Improvement Plan for implementation; and
- Provide general support and advice on Clinic Implementation.

- V. The Parties agree to add the following section after SECTION I and before SECTION III of the Program Attachment:

**SECTION II: PERFORMANCE MEASURES:**

DSHS will monitor the Contractor's performance of the requirements in Section I Statement of Work and compliance with the Contract.

- VI. The Parties agree to amend the first sentence of SECTION IV: RENEWALS of the Program Attachment to the following:

DSHS may renew the Program Attachment for up to one (1) additional one-year term, at DSHS' sole discretion.

- VII. The Parties agree to amend the second paragraph of SECTION VI: BILLING INSTRUCTIONS of the Program Attachment to the following:

The Purchase Voucher and MRR 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.

- VIII. The Parties agree to delete in its entirety the attached Categorical Budget in SECTION VII. BUDGET, of the Program Attachment and replace it with the following:

	FY 16 (February 1, 2016 through August 31, 2016)	FY17 (September 1, 2016 through August 31, 2017)
PERSONNEL	\$65,726.00	\$82,767.00
FRINGE BENEFITS	\$38,071.00	\$40,995.00
TRAVEL	\$1,312.00	\$2,336.00
SUPPLIES	\$2,512.00	\$2,002.00



EQUIPMENT	\$0.00	\$0.00
CONTRACTUAL	\$83,060.00	\$60,000.00
OTHER	\$9,319.00	\$11,900.00
TOTAL DIRECT CHARGES	\$200,000.00	\$200,000.00
INDIRECT CHARGES	\$0.00	\$0.00
TOTAL	\$200,000.00	\$200,000.00
DSHS SHARE	\$200,000.00	\$200,000.00
CONTRACTOR SHARE	\$0.00	\$0.00
OTHER MATCH	\$0.00	\$0.00

IX. The Parties agree to delete the Financial Reports table in SECTION VIII: SPECIAL PROVISIONS of the Program Attachment in its entirety and replace it with the following:

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 ( <a href="mailto:Invoices@dshs.state.tx.us">Invoices@dshs.state.tx.us</a> ) as well as the CDSB Inbox ( <a href="mailto:cdsb@dshs.state.tx.us">cdsb@dshs.state.tx.us</a> ). Form 269a <b>must</b> have an original signature for CPU.	Quarterly  September 1 – November 30 December 1 – February 28 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 March 30 June 30 September 30

X. The Parties agree to delete in its entirety the last General Provision in SECTION VIII: SPECIAL PROVISIONS of the Contract's Program Attachment.



XI. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect. To the extent of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall prevail.

XII. This Amendment is effective on September 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

**Department of State Health Services**

By: \_\_\_\_\_  
Evelyn Delgado  
Assistant Commissioner  
Family and Community Health Services

Date: \_\_\_\_\_

**Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **RESOLUTION 2016-R-136**

**AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$200,000.00, FOR THE CONTINUATION OF THE TEXAS HEALTHY ADOLESCENT INITIATIVE (THAI) CLINIC-BASED PROGRAM TO ASSIST YOUTH WITH PREVENTIVE HEALTH CARE AND BEHAVIORAL HEALTH SERVICES FOR THE PERIOD BEGINNING SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017. THIS IS RENEWABLE FOR ANOTHER THREE (3) YEARS PENDING FUNDING AVAILABILITY.**

**WHEREAS**, the Department of State Health Services (DSHS), Office of Title V & Family Health is working with the 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 and enhance preventive health and social services, prepare them with a strong foundation for adult life, and support positive life and healthier choices; and

**WHEREAS**, 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, preventive health care, 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 up to \$80,000 with the Texas Campaign and Baylor School of Medicine to conduct evidenced based youth outreach services training and technical assistance and quality assurance evaluation.

**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) in the amount of \$200,000.00, for the continuation of the Texas Healthy Adolescent Initiative (THAI) clinic-based program to assist youth with preventive health care and behavioral health services for the period beginning September 1, 2016 through August 31, 2017. This is renewable for another three (3) years pending funding availability.

**Section 2:** The revenue account 226-0000-323-4019 and the expenditure division 226-6035 with the project number HEAI02 are hereby increased by \$200,000.00.



**Section 3:** The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 are hereby decreased by \$200,000.00. The total budget remains the same.

**Section 4:** The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services 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:**

\_\_\_\_\_  
**HEBERTO L. RAMIREZ  
ACTING CITY SECRETARY**

**APPROVED AS TO FORM:**

**RAUL CASSO  
CITY ATTORNEY**

\_\_\_\_\_  
**KRISTINA K. LAUREL HALE  
ASSISTANT CITY ATTORNEY**



**DSHS Texas Healthy Adolescent Initiative (THAI)**  
**Account Number 226-6035**  
**Project HEAI02**  
**BUDGET**

CATEGORIES		APPROVED BUD.
REVENUES		
DSHS GRANT REVENUE	\$	200,000.00
IN-KIND MATCH		0.00
TOTAL REVENUES	\$	200,000.00
EXPENSES		
PERSONNEL	\$	82,767.00
FRINGE BENEFITS		40,995.00
TRAVEL		2,200.00
EQUIPMENT		0.00
SUPPLIES		2,138.00
CONTRACTUAL		60,000.00
OTHER		11,900.00
SUB-TOTAL	\$	200,000.00
IN-KIND MATCH		0.00
TOTAL	\$	200,000.00



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Staff Source:** Ramon Chavez, Building Development Services Director

---

**SUBJECT**

**2016-R-137** Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Oscar Javier Garcia Enriquez for a new residential property located at 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division. The proposed residential property eligible for property tax abatement includes a single family residence of 840 sq. ft. in the total amount of \$ 68,000.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$433.16 and estimated total fee waiver of \$514.80 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

**PREVIOUS COUNCIL ACTION**

Approval of Resolution 2015-R-95 on October 19, 2015 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

**BACKGROUND**

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area. Oscar Javier Garcia Enriquez is proposing a residential project located at 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division. The residential project will consists of a new single family residence of 840 sq. ft. The estimated capital investment of the residential project is \$68,000.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria. The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.



## COMMITTEE RECOMMENDATION

n/a

## STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

---

### Fiscal Impact

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total \$514.80 and estimated five (5) year total tax abatement is anticipated to be \$2,165.80.

---

### Attachments

Resolution

Tax Abatement

---



**RESOLUTION NO. 2016-R-137**

**Consideration to grant fee waivers and a tax abatement agreement between the City of Laredo and Oscar Javier Garcia Enriquez for a new residential property located at 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division. The proposed residential property eligible for property tax abatement include a single family residence of 840 sq. ft. in the total amount of \$ 68,000.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of \$433.16 and estimated total fee waiver of \$514.80 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.**

**WHEREAS**, the City of Laredo has previously approved Resolution No. 2015-R-95, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

**WHEREAS**, Oscar Javier Garcia Enriquez are proposing a residential project located at 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division within the NEZ District III, that meets the required criteria;

**WHEREAS**, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The residential project located at 1706 Corpus Christi St. is hereby approved for fee waivers, which will approximately total \$514.80 and tax abatement, which will approximately total \$433.16 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this \_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_

PETE SAENZ

MAYOR

ATTEST:

\_\_\_\_\_  
HEBERTO "BETO" RAMIREZ

ACTING CITY SECRETARY



APPROVED AS TO FORM:

---

BY: KRISTINA LAUREL HALE

FIRST ASSITANT CITY ATTORNEY



**TAX ABATEMENT AND INCENTIVE AGREEMENT  
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between Oscar Javier Garcia Enriquez duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City (“Effective Date”).

**RECITALS**

**WHEREAS**, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and

**WHEREAS**, Oscar Javier Garcia Enriquez are the owners of the land located within said reinvestment zone and described as 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division (“Property”) which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the City and Oscar Javier Garcia Enriquez have this day entered into the following contract and agreement:

**I. TERM.** This agreement shall be for a period of five (5) years becoming effective on January 1<sup>st</sup> of the year following the year in which a Certificate of Occupancy is issued.

**II. OWNER COVENANTS**

**A. Project**

Oscar Javier Garcia Enriquez shall cause to be a new residential project at 1706 Corpus Christi St., being Lot 10 Block 927 Eastern Division that consists of single family residence of 840 sq. ft. with an estimated value of at least \$68,000.00 and Oscar Javier Garcia Enriquez agree to limit the use of the property described herein for said Residential use as that term is defined in the Zoning Ordinance of the City of Laredo and in accordance with Resolution 2016-R-137.

**B. Completion Date**

Oscar Javier Garcia Enriquez certifies that the residential project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Oscar Javier Garcia Enriquez reasonable control as determined by the City of Laredo in its sole



discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

**C. Use of Property**

Oscar Javier Garcia Enriquez covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and shall be continuously used as Residential Property.

**III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the City hereby grant to Oscar Javier Garcia Enriquez a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately \$2,165.80. The total certified Base Value for the year 2016 as determined by the Webb County Appraisal District is \$2,720.00

**IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$514.80.

**V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

**A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Oscar Javier Garcia Enriquez the City shall have and Oscar Javier Garcia Enriquez shall provide access to the Property in order for the City to inspect the Property and evaluate the Required Improvements to ensure compliance with the terms and conditions of this Agreement. Oscar Javier Garcia Enriquez shall cooperate fully with the City during any such inspection and/or evaluation.

**B. Certification**

Oscar Javier Garcia Enriquez shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property. Oscar Javier Garcia Enriquez shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.



## **VI. DEFAULT AND RECAPTURE**

Oscar Javier Garcia Enriquez shall be in default of this Agreement if Oscar Javier Garcia Enriquez refuses, fails or neglects to substantially comply with the development of the property or discontinues the Residential use as required by the terms of this Agreement, or if any representation made by Oscar Javier Garcia Enriquez is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to Oscar Javier Garcia Enriquez. If the City terminates this Agreement as a result of default by Oscar Javier Garcia Enriquez, the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Oscar Javier Garcia Enriquez and Oscar Javier Garcia Enriquez hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude Oscar Javier Garcia Enriquez from disputing the bill.

## **VII. TERMINATION AT WILL**

If the City and Oscar Javier Garcia Enriquez mutually determine that the development or use of the Property are no longer appropriate or feasible, or that a better use is preferable, the City and Oscar Javier Garcia Enriquez may terminate this Agreement in a written format that is signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

## **VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

## **IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.



## **X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the City and Oscar Javier Garcia Enriquez and their affiliated, subsidiaries, successors and assigns.

Executed this the day of \_\_\_\_\_, 2016, by City of Laredo.

BY: \_\_\_\_\_

Jesus M. Olivares, City Manager

ATTEST:

\_\_\_\_\_  
Heberto "Beto" Ramirez  
Acting City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristina Laurel Hale  
First Assistant City Attorney

Executed this the day of \_\_\_\_\_, 2016, by Oscar Javier Garcia Enriquez.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Jesus Olivares, City Manager

**Staff Source:** Mario I. Maldonado, Jr. Acting Airport Director

---

**SUBJECT**

Ratification of a contract to Engineered Arresting Systems Corporation (ESCO) from Logan Township, NJ, in the amount not to exceed \$85,300.00 to repair damage of Engineered Material Arresting System (EMAS) blocks at Runway 17R/35L at the Laredo International Airport; and authorizing the City Manager to execute all related contract documents. Funding is available in the Airport Construction Fund.

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

The EMAS is located at the end of Runway 35L and provides the required Federal Aviation Administration (FAA) runway safety area protection. This system sustained wind damage as a result of unusually high winds. The airport identified a total of seventeen (17) EMAS blocks with missing portions of the jet blast resistant ("JBR") coating (missing top trays). The JBR coating protects the core material from the environment and other external elements. Jet blast, wind, rain and chemicals used at the airport can affect not only the blocks with missing tops but can also affect the core material of adjacent blocks. Failure to replace the missing tops can lead core material erosion which may cause the EMAS system to begin to lose arresting performance. Finally, FAA Advisory Circular 150/5220-22B addresses the necessity to provide repairs to a damaged EMAS in a timely fashion. An EMAS bed that is damaged due to an incident must be repaired within a 45 day period not including any days that present any conditions which delay repair of the bed (i.e. severe weather, operational constraints, etc.).

An insurance claim was filed with the Texas Municipal League. Payment of claim was received by the City on 10/25/2016 in the amount of \$75,300 (\$85,300 less \$10,000 deductible).

**COMMITTEE RECOMMENDATION**

Item will be presented to the Airport Advisory Board on November 9, 2016.

**STAFF RECOMMENDATION**



Staff recommends approval.

---

---

**Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:**  
**Account #:** 433-3690-583-2010  
**Change Order: Exceeds 25% Y/N:**  
**FINANCIAL IMPACT:**

---

---

**Attachments**

Proposal LRD 17 Block Repair

---

---



# ENGINEERED ARRESTING SYSTEMS CORPORATION

AEROSAFETY & TECHNOLOGY  
Emergency Arresting Systems



October, 3 2016

Mr. Guillermo Y. Villalobos Airport Operations Manager  
Laredo International Airport  
5210 Bob Bullock Loop  
Laredo, Texas 78041  
USA

Subject: Proposal to remove and replace damaged material to the EMAS installed on the LRD runway 17R  
departure end (BEMA 864)

Dear Guillermo:

Engineered Arresting Systems Corporation d/b/a Zodiac Arresting Systems Corporation ("ZASA") is pleased to offer the following Proposal to the Laredo International Airport (LRD) to provide the necessary EMAS specific materials, labor and equipment for to remove and replace damaged materials on the 17R departure end system.

ZASA is offering to provide a turn-key solution for the 17 block replacement in order to provide a remedy for your EMAS damage. The following proposal is submitted for your consideration. ZASA will provide all of the necessary EMAS specific materials, labor and on site supervision to ensure the work is done in accordance with ZASA's SOP's.

**Total price for seventeen (17) block removal and replacement: \$85,300.00**

This price includes removal of the damaged materials, all materials required to replace 17 EMASMAX<sup>R</sup> blocks, installation of the 17 EMASMAX<sup>R</sup> blocks and installation support materials and shipping. ZASA will be onsite through the entire process.

**ZASA will require three weeks from receipt of a Notice to Proceed (NTP) / Purchase Order (PO) to have the manpower and materials ready to start the project.**

Please provide arrival address, name and telephone number for onsite point of contact and any airport specific operating instructions.

We thank you for the opportunity to provide this proposal, and look forward to working with you on this project.

Sincerely,

Mike C. Barnes  
Sr. Tech. Sales Specialist  
Ph: (856) 241-8620  
Fax: (856) 241-8621  
Email: [mike.barnes@zodiacaerospace.com](mailto:mike.barnes@zodiacaerospace.com)



# ENGINEERED ARRESTING SYSTEMS CORPORATION

AEROSAFETY & TECHNOLOGY  
Emergency Arresting Systems



## Terms & Conditions:

- This proposal is quoted firm-fixed price and valid for a period of thirty (30) days from proposal submittal date.
- Payment terms are Net 30 days. Late payments shall accrue interest at a rate of 1.0% per month or portion thereof.
- The Terms and Conditions stated herein shall supersede any provisions of a Laredo International Airport issued purchase order.
- When drafting the purchase order (PO) for the repair, the following statement needs to be added to the PO: "Terms & conditions stated in the Engineered Arresting Systems Corporation d/b/a Zodiac Arresting Systems Corporation ("ZASA") proposal BEMA 864 dated 10/3/16 for the amount of \$85,300.00 shall supersede and replace the terms and conditions on LRD purchase order #\_\_\_\_\_"
- No sales, use, or other taxes are included in above price. Any such taxes, if applicable, must be paid by the airport directly to the taxing authority.
- Pricing does not include any bond fees.
- ZASA will provide a 90 day limited commercial warranty against defects in materials and workmanship. A copy of the warranty is attached. ZASA will not accept ANY liability, indemnity, consequential or incidental damages or warranty other than as stated in the ZASA warranty. See the attached warranty for details.
- The materials provided are in accordance with FAA Advisory Circular 150/5220-22B.



## ENGINEERED ARRESTING SYSTEMS CORPORATION D/B/A ZODIAC ARRESTING SYSTEMS AMERICA

### ENGINEERED MATERIAL ARRESTING SYSTEM LIMITED WARRANTY

**ENGINEERED ARRESTING SYSTEMS CORPORATION** d/b/a **ZODIAC ARRESTING SYSTEMS AMERICA** (“ZASA”) warrants to the original purchaser (the “Owner”) of the ZASA Engineered Material Arresting System replacement materials (“EMAS Replacement Materials”) that, for a period of ninety days (90) from the date the EMAS Replacement Materials are installed, and subject to the limitations stated herein, the EMAS Replacement Materials (excludes base surface preparation) shall conform to the product specifications contained in the documents previously provided by ZASA with the initial installation of the EMAS. This Warranty is expressly conditioned on the Owner’s satisfying all of the following requirements:

**MAINTENANCE:** ZASA requires that the Owner initiate and follow a preventative maintenance program in accordance with the ZASA Inspection, Maintenance and Repair Manual listed under the clause “Applicable Documents”.

**RIGHT OF INSPECTION:** The Owner shall provide ZASA with reasonable access to the EMAS Replacement Materials after their installation for the purpose of conducting inspections if necessary. Reasonable access shall include, without limitation, access during daylight hours to permit careful visual assessment of the condition of the EMAS Replacement Materials and access to all records of maintenance carried out by the Owner.

**NOTIFICATION:** If the Owner believes that it has a claim arising from the failure of the EMAS Replacement Materials to conform with this Warranty, the Owner must notify ZASA of the claim, within ten (10) days after discovering the conditions giving rise to the claim, and in any case before the Warranty period has expired. All such notices shall be given by certified mail addressed to **Director of Quality Assurance, Attention: Warranty Claim** Engineered Arresting Systems Corporation, 2239 High Hill Road, Logan Township, NJ 08085, USA.

Failure to adhere to any of the conditions stated above shall void this Warranty.

**WARRANTY REMEDY** If the Warranty set forth above is breached, ZASA will, at its sole option, either (1) correct the non-conformity at its own cost within a reasonable time after receiving notice of the breach, or (2) replace the non-conforming EMAS Replacement Material(s) at its own cost within a reasonable time after receiving notice of the breach. The Owner shall give ZASA reasonable access to the EMAS that allows ZASA to perform its warranty obligations on its most cost-effective basis possible.

#### **EXCLUSIONS**

ZASA shall not be liable for any damage to the EMAS Replacement Materials or other property attributable to any of the following (or any combination thereof):

1. Standing water in and around the EMAS bed;
2. Vehicular traffic;
3. Aircraft traffic in contact with the EMAS bed;
4. Damage caused by snow removal equipment that does not meet ZASA specifications detailed under the clause “Applicable Documents” which were provided with the original EMAS installation;



5. Acts of nature, including, but not limited to, lightning, flood, winds in excess of 100 mph, earthquake, hurricane, tornado, hail storm, or impact of objects or other violent storm or casualty;
6. Damage caused by wild life indigenous to the installation location;
7. Repairs or alterations of the EMAS, unless performed by personnel trained and qualified by ZASA and in a manner meeting the ZASA specifications and procedures listed under the clause “Applicable Documents”, which were provided with the initial EMAS installation;
8. Excessive build up of debris in and around the EMAS bed;
9. Impact or contact with other objects, spilled liquids or immersion in liquids (including fuel dropped from over-flying aircraft);
10. Use of the EMAS for purposes other than those for which it is customarily used;
11. Improper maintenance, abuse or other neglect;
12. Exposure to chemicals other than de-icers and aircraft engine exhaust;
13. Jet Blast in excess of 100 mph;
14. Damage or defect due to faulty or improper workmanship, including installation of the product that is not in accordance with ZASA’s published specifications and installation recommendations in effect at the time of installation;
15. Damage to the EMAS Replacement Materials related to or caused by the base surface not being constructed per the drawings and specifications. ZASA must check and accept the base surface prior to the start of EMAS arrestor bed installation; and
16. Any subsequent failure of the base surface whether or not originally constructed per the drawings and specifications.

## **APPLICABLE DOCUMENTS**

Project Installation Drawings

Item P-555 EMAS Bed Installation by Prime Contractor

EMAS Quality Control plan for EMAS installation at the Airport, with associated Quality Control Instructions.

Inspection, Maintenance and Repair Manual, Current Version

## **WARRANTY EXCLUSIVE/LIMITATION OF LIABILITY**

**THE EXPRESS WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE OWNER’S EXCLUSIVE REMEDIES AND ZASA’S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTS OR NON-CONFORMITIES IN THE EMAS REPLACEMENT MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN ANY CONTRACT DOCUMENT, ZASA’S TOTAL LIABILITY TO THE OWNER ARISING FROM OR RELATING TO DEFECTS OR NON-CONFORMITIES IN THE EMAS REPLACEMENT MATERIALS SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE EMAS REPLACEMENT MATERIALS PAID TO ZASA. ZASA SHALL HAVE NO LIABILITY TO THE OWNER FOR INCIDENTAL OR**



# ENGINEERED ARRESTING SYSTEMS CORPORATION

AEROSAFETY & TECHNOLOGY  
Emergency Arresting Systems



**CONSEQUENTIAL DAMAGES. REGARDLESS OF ANY STATUTORY LIMITATION PERIODS, ZASA SHALL NOT BE LIABLE FOR ANY BREACH OF WARRANTY OF WHICH IT IS NOT NOTIFIED AS REQUIRED BEFORE THE WARRANTY PERIOD HAS EXPIRED.**

## **NO WARRANTY MODIFICATIONS**

This Warranty may not be modified except in a writing signed by ZASA's President for the Logan Business Unit. No representative, employee, or agent of ZASA, or any person, other than the President for the Logan Business Unit of ZASA, has the authority to assume for ZASA any additional liability or responsibility in connection with the EMAS or this Warranty.

To ensure registration of this Warranty, please return a signed copy to:

**Manager, Quality Assurance**  
**Engineered Arresting Systems Corporation**  
2239 High Hill Road  
Logan Township, NJ 08085  
Phone (856) 241-8620 - Fax (856) 241-8621

Name (Please Print) of Authorized Airport Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

---

**SUBJECT**

Authorizing the City Manager to enter into contract and award \$62,000.00 in reprogrammed Community Development Block Grant (CDBG) funds, made available by the U.S. Department of Housing and Urban Development, to Bethany House of Laredo for supportive services of their Transitional Housing Program.

**PREVIOUS COUNCIL ACTION**

On August 15, 2016 , City Council authorized the City Manager to amend the City of Laredo's 2016 One year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$62,000.00 for the Bethany House Supportive Services Project. The reprogrammed funds were made available from completed projects

**BACKGROUND**

In 2014 Bethany House increased The Transitional Housing Program's from 8 to 17 efficiency unit. The Transitional Housing Supportive Service program makes available temporary housing and supportive services to men, women, and families that find themselves in need of help after a crisis such as homelessness or domestic violence. The Transitional Housing Program is set up to assist in the transition of participants to permanent housing by providing them with a structured, safe and supportive environment along with comprehensive case management. The length of stay is generally from two weeks to twenty four months. Unfortunately this year they were advised that the renewal application for the Continuum of Care Tier 2 grant for \$182,691 was not approved. Bethany House of Laredo has requested that the City of Laredo consider funding the supportive services of The Transitional Housing Program in order to continue carrying out the programs mission to shelter the homeless.

City staff is proposing to award \$62,000 in reprogrammed Community Development Block Grant (CDBG) funds. The reprogramming of these funds were approved by city council on August 15, 2016 to support a Bethany House of Laredo's Supportive Services Project. The \$62,000 in funding would assist with the costs associated with providing supportive services to The Transitional Housing Programs participants ; these costs include the salaries of the case management team and cost associated with providing transportation services to participant.

**COMMITTEE RECOMMENDATION**



None

## **STAFF RECOMMENDATION**

That this motion be passed

---

### **Fiscal Impact**

**Fiscal Year:** 2015  
**Budgeted Y/N?:** y  
**Source of Funds:** CDBG  
**Account #:** 211-8580-535-1370  
**Change Order: Exceeds 25% Y/N:**

### **FINANCIAL IMPACT:**

---

### **Attachments**

Bethany House Contract

---



A CONTRACT  
Between  
CITY OF LAREDO  
and  
BETHANY HOUSE OF LAREDO, INC.

The contract is made between the City of Laredo, a municipal corporation, (hereinafter called "City") and Bethany House of Laredo, Inc., a non-profit organization (hereinafter called "Subrecipient") for Supportive Services of Bethany House Transitional Housing Program with Community Development Grant (CDBG) Funds.

**TERMS AND CONDITIONS**

**1. CITY agrees to do the following:**

- A. Pay a total of Sixty Two Thousand and No/100 (\$62,000.00) from Community Development Block Grants (CDBG) Program funds for Supportive Services of the Bethany House Transitional Housing Program located at 815 Hidalgo, Laredo, Texas 78040. Supportive services including case management, transportation, and other services as deemed necessary. (EXHIBIT 1)
- B. Issue payments to Subrecipient for eligible expenses as they occur and/or are requested by Subrecipient on a reimbursement basis, but no less than quarterly.
- C. Monitor the expenditure of funds to insure compliance with 2 *CFR* Part 200, as amended and other regulations, as applicable. (Exhibit 2)

**2. Subrecipient agrees to do the following:**

- A. Utilize CDBG funds exclusively for supportive services associated with the Transitional housing Program, as set forth in 24 *CFR* Part 570.201, as amended and other regulations, as applicable.

**B. DATA COLLECTION AND EVALUATION**

- 1. Subrecipient shall provide the city with statistical information on the Transitional Housing program and program participant's information.
- 2. Evaluation – Subrecipient must comply if asked to participate in HUD sponsored research and evaluation of CDBG funds.

**C. BUDGET**

Subrecipient will adhere to the budget for its homeless assistance program as per. (EXHIBIT 1)

**D. RECORD KEEPING**

Comply with the record keeping requirements under 24 *CFR* Part 570.506 to include maintaining and making records available as necessary for a period of five years after the expenditure of all funds from the grant under which the program participant was served to include (but not limited to):

- 1. Completed Homeless Eligibility Forms for each client.
- 2. Documentation establishing that the facility or service is designed for the particular needs of or



used exclusively by the homeless for which the regulations provide a presumption concerning the extent to which low- and moderate-income persons benefit

3. An accurate record of expenses supported by invoices and billing statements.
4. Property records for assets acquired with federal grant funds and safeguards for preventing loss, damage or theft of recipient held property.
5. Provide a copy of the organization's annual internal audit report upon request.
6. Provide the following information no later than 30 days after final payment request is submitted to City offices and assigned staff.
  - Racial and ethnic status of families assisted.
  - Persons served.
  - Gender information.
  - Age
  - Special population served.

Confidentiality - to protect the safety and privacy of all program participants; Subrecipient will be required to develop written procedures to ensure the security and confidentiality of all records containing personally identifying information of any individual or family who applies for and/or receives any federal grant funds.

#### E. CONTRACT DEADLINE

Expend 100% of funds by December 1, 2017.

#### F. ANTI -DISCRIMINATION

The Subrecipient agrees to comply with the non-discrimination in employment or applicants for housing or other services on the basis of national origin, race, religion, color, sex, age, familial status, disability, veteran status, sexual orientation, gender identity, or marital status; contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. In addition, Subrecipient must make known that CDBG assistance and services are available to all on a nondiscriminatory basis and ensure that citizens have equal access to information about CDBG and equal access to the assistance and services provided under this program.

#### J. AFFIRMATIVELY FURTHERING FAIR HOUSING

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipient will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

#### K. LEAD-BASED PAINT REQUIREMENTS

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R shall apply to housing occupied by families receiving assistance through CDBG.

#### L. UNIFORM ADMINISTRATIVE REQUIREMENTS



Subrecipient shall be subject to the requirements of 2 CFR Part 200 - Uniform administrative requirements for grants and agreements.

Subrecipient shall comply with 2 CFR 200.112 and 200.113 regarding conflict of interest.

**M. DRUG-FREE WORKPLACE**

Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and 24 CFR part 21 – Government wide requirements for drug-free workplace (Grants)

**N. PROCUREMENT OF RECOVERED MATERIALS**

Subrecipient must comply with the requirements of Section 6002 of the Solid Waste Disposal Act. In accordance, with Section 6002, Subrecipient must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceeding fiscal year exceeded \$10,000.

**O. TERMINATION**

In the event that Subrecipient fails to provide services in accordance with the provisions of this contract, CITY may upon written notice of default to Subrecipient terminate in whole or in part this contract, and such termination shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided by law or under this contract.

**P. INDEMNIFICATION**

Subrecipient agrees to hold and save free and harmless the City for liability resulting from acts, omissions, and defaults by their employees, agents, or representatives and which cause damages or injuries to persons or property in conjunction with administration of the homeless assistance program.

**Q. ENTIRE AGREEMENT REPRESENTED**

This contract and its exhibits represent the entire agreement of the parties. This contract may not be changed except by written agreement approved by the City Council and duly executed by all of the parties hereto.

**R. MULTIPLE COUNTERPARTS**

This contract may be executed in several counterparts each of which shall be deemed an original and all of which when taken together shall constitute but one and the same contract.

**S. NOTICE**

Any and all notices or other communications required or permitted to be given pursuant to this contract shall be in writing and shall be considered as properly given if mailed by certified, return receipt requested mail, postage prepaid and addressed as follows:

Evelyn Sames  
President  
Bethany House of Laredo, Inc.

Jesus M. Olivares  
City Manager  
City of Laredo  
P.O. Box 579  
Laredo, TX 78040-0579



815 Hidalgo St.  
Laredo, TX 78040

#### T. PARTIES BOUND

This contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

#### U. REPRESENTATIONS

No representations, promise, guarantees or warranties were made to induce the other party to execute this contract, or made in connection therewith, which are not expressly stated in the body of this contract.

#### V. SEVERABILITY

If any provision of this contract shall for any reason be held violative of any applicable law, governmental rule or regulation or if said contract is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein shall not be held to invalidate the remaining provisions of this contract. Such other provisions and the entirety of this contract shall remain in full force and effect unless the removal of said invalid provision destroys the legitimate purpose of this contract, in which event this contract shall be null and void.

#### X. STATE LAW APPLICABLE TO CONTRACT

This contract shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due in performance and payable in Laredo, Webb County, Texas.

##### (i) Complete Understanding

By execution and acceptance of this contract, the parties hereto acknowledge they have read the same and understand each provision, term and obligation contained in this contract. This contract although drawn by one party shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

##### (ii) Acceptance

This contract shall not be binding until it is executed by both parties to this contract.

##### (iii) Date and Effectiveness

This contract shall become effective upon execution whereupon the parties' obligations contained hereinabove shall be conclusive and binding upon all or the parties hereto and this contract shall no longer be considered executory.

##### (iv) Signatory clause

This contract is signed, accepted and agreed to by CITY and Subrecipient by and through the parties or the parties' agents or authorized representatives and the same hereby acknowledge that they have read and understand this contract and the attachments and/or exhibits hereto and that all parties execute this legal document voluntarily and of their own free will.



Executed in triplicated originals, this \_\_\_\_ day of \_\_\_\_\_, 2016.

BETHANY HOUSEOF LAREDO, INC.

By: \_\_\_\_\_  
Evelyn Sames  
President

CITY OF LAREDO

ATTEST:

\_\_\_\_\_  
Heberto L. Ramirez  
Acting City Secretary

By: \_\_\_\_\_  
Jesus M. Olivares  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul Casso  
City Attorney



# **EXHIBIT 1**

## **BETHANY HOUSE OF LAREDO**

### **TRANSITIONAL HOUSING/SUPPORTIVE SERVICES**

#### **BUDGET**

Our Transitional Housing Program consists of seventeen units. This program makes available temporary housing and supportive services to men, women, or families that find themselves in need of help after a crisis such as homelessness or domestic violence. This program is set up to transition participants to permanent housing by providing them with a structured, safe, and supportive environment along with comprehensive case management. The length of stay is generally from two weeks to twenty four months.

#### **SUPPORTIVE SERVICES: \$62,000.00**

- **Case Management Supervision**
  - **Services**

The costs associated with the supervisor of the case management for time spent when he/she is working with participants or when working with the case manager on issues regarding the participants.
- **Case Management**
  - **Services**

The costs associated with the case manager for the time spent providing supportive services to the participants. Supportive services assist participants in the transition from the streets or shelters to permanent or permanent supportive housing.
- **Intake Specialist**
  - **Services**

The costs associated with the Intake specialist for the time spent providing services to the participants.
- **Transportation**
  - **Services**

The costs associated with the driver transporting participants to and from service providers.





# FEDERAL REGISTER

---

Vol. 78

Thursday,

No. 248

December 26, 2013

---

## Part III

### Office of Management and Budget

---

2 CFR Chapter I, Chapter II, Part 200, et al.  
Uniform Administrative Requirements, Cost Principles, and Audit  
Requirements for Federal Awards; Final Rule



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

---

**SUBJECT**

Authorizing the City Manager to enter into multiple contracts and award 2016 Emergency Solutions Grant (ESG) Program Funds made available by the U.S. Department of Housing and Urban Development in the total amounts of:

1. \$226,400.00 to Bethany House of Laredo, Inc., for Bethany House Shelter Complex shelter operations, provision of Essential Services, Street Outreach Services, Homelessness Prevention Assistance, Rapid Re-Housing Assistance, and Homeless Management Information System (HMIS).
2. \$40,000.00 to Casa De Misericordia (CASA) for operation of their shelter.
3. \$21,200.00 to Catholic Social Services for Homelessness Prevention Assistance and Homeless Management Information System (HMIS).

**PREVIOUS COUNCIL ACTION**

06/20/16 - Council approved the submission of the 2016 One-Year Action Plan to HUD that included the application for 2016 Emergency Solutions Grants program funds in the amount of \$311,462.

**BACKGROUND**

As a result of the submission and approval of the 2016 One-Year Action Plan, the City of Laredo was awarded \$311,462 in Emergency Solutions Grants program funds by the U.S. Department of Housing and Urban Development. The ESG program requires that all funds be committed within 180 days of the October 1, 2016 award date. These funds may be used solely to assist the homeless or those on the verge of becoming homeless. The City, through public notice, requested proposals from local homeless service providers for the use of ESG funds. Proposals were received from three interested agencies including Bethany House, Casa de Misericordia, and Catholic Social Services.

The proposals were reviewed by a city staff committee composed of representatives from the Departments of Community Development, Finance, Environmental Services, and by the Office of Internal Audit. Considered in the award of funds was the requesting agency's past performance including the timely use of ESG program funds and adherence to program rules and regulations. Also, program rules require that not more than 60% of program funds be utilized to fund the costs of shelter operations, street outreach, and shelter essential services with the remainder going to homelessness



prevention and rapid re-housing services.

Agency	Components	Funds Requested	Amount Recommended
Bethany House	Shelter Essential Services	45,000	45,000
	Shelter Operations	85,000	46,200
	Street Outreach	10,000	10,000
	Homelessness Prevention	60,000	40,000
	Rapid Rehousing	80,400	80,400
	HMIS	6,000	4,800
	Total	286,400	226,400
Casa de Misericordia	Shelter Operations	40,000	40,000
	Total	40,000	40,000
Catholic Social Services	Homelessness Prevention	60,000	20,000
	HMIS	2,000	1,200
	Total	62,000	21,200

## COMMITTEE RECOMMENDATION

N/A

## STAFF RECOMMENDATION

That this motion be passed.

### Fiscal Impact

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Emergency Solutions Grant  
**Account #:** 219-8652-563-5579  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

2016 Emergency Solutions Grants

#### Bethany House:

##### **Emergency Shelter - Operations**

Acct.# 219-8652-563-5579 .....\$46,200

##### **Emergency Shelter - Essential Services**

Acct.# 219-8652-563-5581 .....\$45,000

##### **Street Outreach**

Acct.# 219-8652-563-5593 .....\$10,000

##### **Homelessness Prevention**

Acct.# 219-8652-563-5562 .....\$40,000



**Rapid Re-Housing**

Acct.# 219-8652-563-5590 .....\$80,400

**Homeless Management Information System (HMIS)**

Acct.# 219-8652-563-5592 .....\$ 4,800

**Casa De Misericordia:****Emergency Shelter - Operations**

Acct.# 219-8652-563-5579 .....\$40,000

**Catholic Social Services:****Homelessness Prevention**

Acct.# 219-8652-563-5562 .....\$20,000

**Homeless Management Information System (HMIS)**

Acct.# 219-8652-563-5592 .....\$ 1,200

---



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Arturo Garcia, Acting CD Director

---

**SUBJECT**

Authorizing the City Manager to amend the \$200,000.00 contract awarded to Serving Children and Adults In Need, Inc. (SCAN). The initial award to SCAN was for the rehabilitation and management of a transitional housing project for homeless youth located at 1517 Washington. Subsequently, SCAN has requested the City conduct the rehabilitation work instead with said \$200,000.00 previously awarded to SCAN and then be solely responsible for the management and operations of the transitional housing homeless youth project.

**PREVIOUS COUNCIL ACTION**

On April 4, 2016, City Council authorized the City Manager to enter into contract and award \$200,000.00 Community Development Block Grant (CDBG) funds to Serving Children and Adults In Need, Inc. (SCAN) in support of the rehabilitation of 1517 Washington Street for the use as transitional housing for homeless youth.

**BACKGROUND**

On January 19, 2016, the property on 1517 Washington was dedicated to the City of Laredo through the charitable donation by the Fernando A. Salinas Trust. The donation agreement which sets forth the terms of the donation seeks naming rights under the name Fernando A. Salinas and charitable use of the property for a minimum of 15 years. This property once rehabilitated would be managed by the Non- Profit organization SCAN to address the homelessness of school aged youth from local school districts.

On April 4, 2016, City Council approved the award of \$200,000 of Community Development Block Grant (CDBG) funds for the rehabilitation for the property located at 1517 Washington Street to SCAN. SCAN has requested that the City use the \$200,000 previously awarded to SCAN and conduct the rehabilitation work that would be required in order to turn this property into Transitional Housing for the youth. After the property is rehabilitated, SCAN would be responsible for the manage and operations of the property to provide Transitional Housing for Homeless Youth.

**COMMITTEE RECOMMENDATION**



NONE

**STAFF RECOMMENDATION**

That this motion be passed

---



**City Council-Regular****Meeting Date:** 11/07/2016**Initiated By:** Jesus Olivares, City Manager**Staff Source:** Rogelio Rivera, P.E., City Engineer; Arturo Garcia, Acting CD Director**SUBJECT**

Consideration for approval of award of construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the amount of \$63,900.00 (which includes the base bid and additive alternate no. 1 - lighting) for the CDBG Maryland Toddler Park Shade Structure with a construction contract time of sixty (60) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for January 2017. Funding is available in the CDBG 39<sup>th</sup> Action Year/2013.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The project consists of: Metal shade canopy with an approximate size of 60' by 84' to cover and protect the toddlers and the play equipment from the sun rays. Also the Park Canopy structure will have all metal construction, including, metal roof, Steel posts, and it will be painted to enhance the structure.

Plans and specifications were prepared In-House by the Engineering Department.

Four (4) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, October 20, 2016, and publicly opened, read, and taken under advisement on Friday, October 21, 2016, at 10:00 A.M. as follows:

Contractor (s)	Base Bid (Metal Structure)	Additive Alternate No. 1 (Lighting)
ALC Construction, Inc. Laredo, Texas	\$56,900.00	\$7,000.00
Azar Services, LLC. Laredo, Texas	\$71,000.00	\$8,375.00
Romo Contractors, LLC. Laredo, Texas	\$83,000.00	\$10,000.00
Trillium, LLC., Cobalt Construction Laredo, Texas	\$83,157.50	\$11,250.00



The bid and bid bonds for ALC Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the amount of \$63,900.00 (which includes the base bid and additive alternate no. 1 - lighting) to the lowest bidder ALC Construction, Inc., Laredo, Texas.

Construction contract time is sixty (60) working days after notice to proceed is issued. Completion date for the project is scheduled for January 2017.

### **COMMITTEE RECOMMENDATION**

N/A.

### **STAFF RECOMMENDATION**

Approval of Motion.

---

#### **Fiscal Impact**

**Fiscal Year:** 2016  
**Budgeted Y/N?:** Yes  
**Source of Funds:** 39th Action Year/2013  
**Account #:** 211-8280-555-1347  
**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

Funding is available in the CDBG 39th Action Year/2013.  
Account No. 211-8280-555-1347

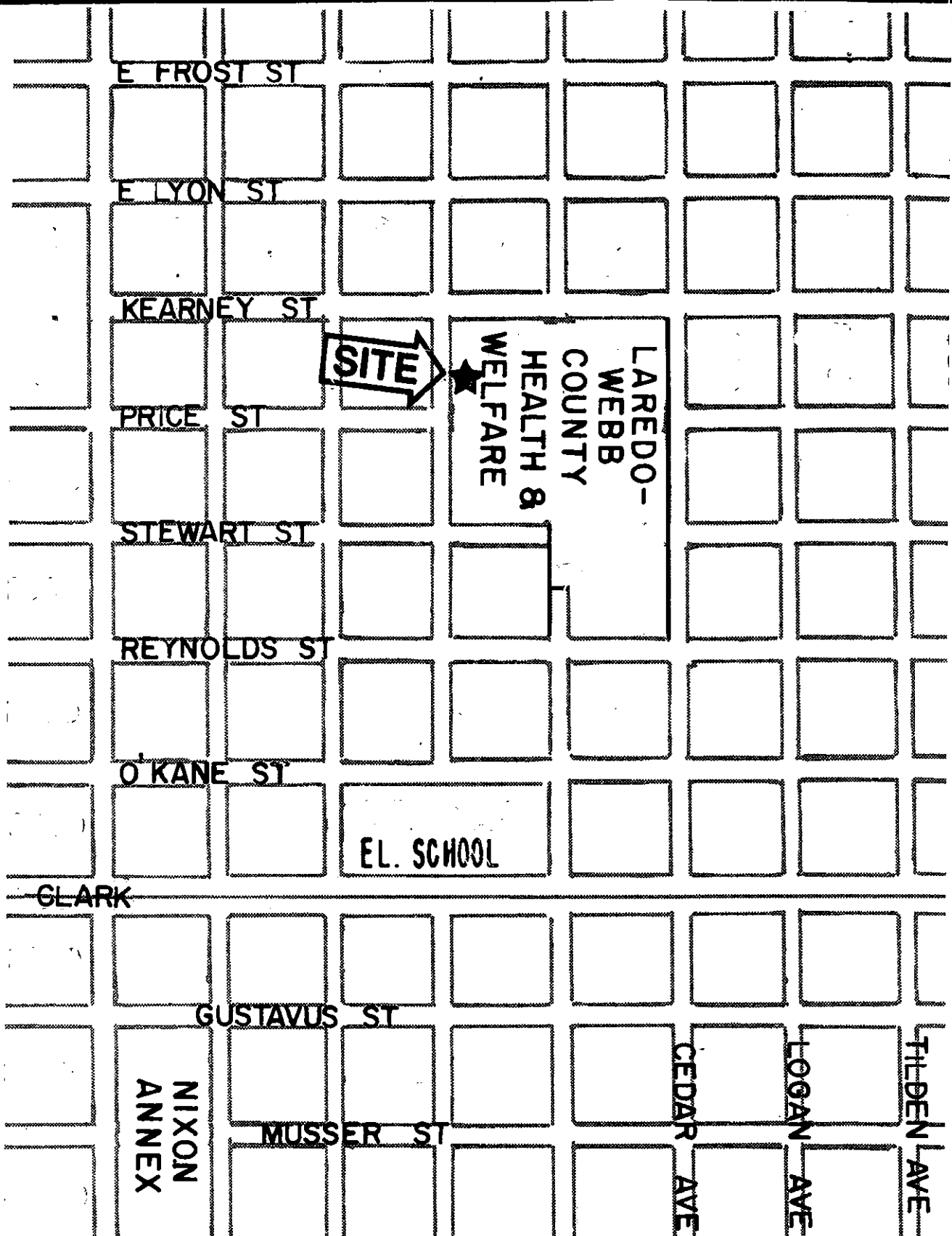
---

#### **Attachments**

Site Map

---





CONSIDERATION FOR APPROVAL OF AWARD OF CONSTRUCTION  
CONTRACT TO THE LOWEST BIDDER FOR THE CDBG MARYLAND  
TODDLER PARK SHADE STRUCTURE

City Council Meeting  
November 7, 2016

**CITY OF LAREDO**  
**ENGINEERING DEPARTMENT**  
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Raymond E. Garner, Chief of Police; Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to authorize a purchase contract with RZ Communications, the only authorized dealer for the acquisition of fifty (50) Zebra Mobile Printers, Stalker Radars, and the purchase of fifty (50) Mobile Computer Terminals (MCT'S) through contract No. DIR-TSO-2520 for the new Police Department patrol vehicles for a total amount of \$613,993.00. Funding is available in the 2016 Certificate of Obligation Issue.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

N/A

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

MCT Panasonic CF-31 provides the officers emergency call information and is capable of dispatching officers to law enforcement incidents. It also allows the officer to create incident, accident, field contact, and citation reports. Another purpose for this device is the access to police dash cam video.

The mini USB swipe reader, allows the officer to capture and use the information contained with individual drivers licenses and utilizing the captured data in the different reports the officers take on a daily basis. This device also eliminates typos and increases productivity.

Pro-Gard's Safestop Vehicle Anti-theft System provides fleets with the necessary protection against theft of the police cruiser without requiring officers to remember additional steps for activating the system. Once turned on, anti-theft functions will protect the vehicle whenever the ignition key is removed and the vehicle maintains functionality of all electrical accessories (a/c, heat, surveillance equipment, lights, computer, etc).

The Zebra Mobile Printer will allow the officers to electronically create and print a traffic citation. Thus, reducing the amount of citations that are not submitted in a timely manner.



Item	Qty	Unit Price	Est. Total
MCT Panasonic CF-31	50	\$5,960.61	\$298,030.50
Pro-Gard Safe Stop-Vehicle Anti-Theft System- Prisoner Safety Belt & Mini USB Swipe Reader	50	\$2,099.35	\$104,967.50
Zebra Mobile Printer Plus Installation	50	\$1,483.00	\$ 74,150.00
Stalker Radars- Antenna Radar System	50	\$2,736.90	\$136,845.00
		Total	\$613,993.00

## COMMITTEE RECOMMENDATION

N/A

## STAFF RECOMMENDATION

It is recommended that this purchases be approved.

---

### Fiscal Impact

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Bond  
**Account #:** 470  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

Funds for the purchase of this equipment are available in the following line item budget.

2016 Certificate of Obligation Issue- Automotive Account# 470-9810-535-9004 \$ 613,993.00

---

### Attachments

Quotes for Equipment for 50 New Patrol Units

---



710 Stilwell Blvd.  
Port Arthur, TX. 77640  
Phone: 409-984-5591 Fax:

Email:



<b>Part Number</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
CF-31WB7CX1M	Panasonic CF-31 Windows 7 Professional, Intel Core i5-3340M 2.70GHz, 13.1" XGA XGA Touchscreen LCD, 256GB Solid State Drive, 4GB Wi-Fi,, Bluetooth,, Fingerprint Reader,Backlit Emissive Keyboard	50	\$ 4,845.93	\$ 242,296.50
	Extended Warranty coverage is based two-year ( Total 5yr )			
	Life-cycle Solution Consulting Services ,Premier Services Level Program			
AST.P031.100	PMT Dock station with mouse trap mount	50	\$ 689.00	\$ 34,450.00
CF-SVCLICCONY	Windows 10 Volume License Conversion	1		\$ 2,534.00
	Installation of CF-31 Panasonic Tough Book	50	\$ 375.00	\$ 18,750.00
	Note : Quote good for 45 Days			
<b>Total</b>				<b>\$ 298,030.65</b>



# R2 COMMUNICATIONS

1400 Smith Rd., Suite 101B  
Austin, Texas 78721  
Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.  
Laredo, Texas 78041  
Phone: 956-729-0002 Phone: 956-729-0007

710 Stilwell Blvd.  
Port Arthur, TX. 77640  
Phone: 409-984-5591 Fax:

Date: October 5, 2016  
Quotation Prepared for:  
City of Laredo Police Dept  
Robert Herrera  
Office (956)795-2000  
Cell  
Email:

Quotation Prepared By:  
Frank Puente  
Cell 956-645-3985  
Email: [fpuente@rzcomm.com](mailto:fpuente@rzcomm.com)  
Email:



Part Number	Description	Qty	Unit Price	Extended Price
4OSBK4713	Pro-Gard Utility retrofit kit, Prisoner Safety Belt	44	\$ 399.00	\$ 17,556.00
4OSBK3613	Pro-Gard Sedan Outboard Seat Belt Retro-fit Kit	6	\$ 219.00	\$ 1,314.00
SS0002	Pro Gard Safe Stop; 13-Current Ford Utility Int.; Hardwire	50	\$ 169.00	\$ 8,450.00
TT36FINT13	Pro-Gard Sedan Trunk Mount Slide-out Electronics Tray, Full Width	6	\$ 270.00	\$ 1,620.00
AS4.C237.202	PMT INTERCEPTOR SUV CONSOLE / includes the following SNGL BRKAWY ARMST&CUPHLDR 4"- MOTO APX6500/7500 FP WHELEN CENCOM SAPPHIRE INCLUDES TRIM PANELS	44	\$ 659.00	\$ 28,996.00
AS4.C237.102	PMT INTERCEPTOR SEDAN CONSOLE / includes the following SNGL BRKAWY ARMST&CUPHLDR 4"- MOTO APX6500/7500 FP WHELEN CENCOM SAPPHIRE INCLUDES TRIM PANELS	6	\$ 659.00	\$ 3,954.00
	6 POSITION POWER DISTRIBUTION BLOCK	50	\$ 69.90	\$ 3,495.00
	HAVIS CHARGE GUARD	50	\$ 101.15	\$ 5,057.50
	Mini USB Swipe Reader	50	\$ 73.00	\$ 3,650.00
	Installation of Safe Stop and Prisoner Safety Belt Utility retrofit kit	50	\$ 359.00	\$ 17,950.00
	Installation of Precision Mount Tec Console	50	\$ 225.00	\$ 11,250.00
	Freight Charges			\$ 1,675.00
	Quote is good for 45 Days			
			Total	\$ 104,967.50





**710 Stilwell Blvd.  
Port Arthur, TX. 77640  
Phone: 409-984-5591 Fax:**

Email: [tpuente@rzc.com](mailto:tpuente@rzc.com)



Part Number	Description	Qty	Unit Price	Extended Price
ZEB-ZQ52AU0	ZQ520 4" BT4.0 U/L BLTH2 Printer	50	\$ 789.00	\$ 39,450.00
ZQ500	KIT ACC VEH CRADLE W/LIGHTER	50	\$ 274.00	\$ 13,700.00
RAM	OVER HEAD MOUNT KIT	50	\$ 89.00	\$ 4,450.00
ZQ5003YR	2 YEAR EXTENDED WARRANTY FOR TOTAL 3 YR SUPPORT (printer has 1 year)	50	\$ 189.00	\$ 9,450.00
	INSTALLATION OF PRINTER CRADEL & MOUNT	50	\$ 140.00	\$ 7,000.00
	Freight Charges			\$ 100.00
	Quote is good for 45 Days			
Total			\$	74,150.00





4601 Maher Ave.  
Laredo, TX. 78041

Date: October 4, 2016

Quotation Prepared for:  
City of Laredo Police Dept.  
Robert Herrera

Sold By:  
Frank Puente

Office Cell Phone: 956-645-3885  
Fax Email: [fpuente@rzcomm.com](mailto:fpuente@rzcomm.com)  
Email: Office 956-727-4030

Part Number	Description	Qty	Unit Price	Extended Price
<b>Stalker Dual - Antenna Radar System</b>				
200-0998-00	Dual Enhanced Counting Unit, 1.5 PCB	50	\$ 2,318.50	\$ 115,925.00
200-0996-30	Dual Modular Display, Bright LEDs	50		
200-0326-35	Dual Enhanced Ka-band Antenna	100		
200-0920-00	Dual SL Remote Control w/Screw Latch	50		
200-0769-00	25 MPH/40 KPH KA Tuning Fork	50		
200-0770-00	40 MPH/64 KPH KA Tuning Fork	50		
200-0345-00	Counting Unit/Display Short Dash Mount	50		
200-0244-00	Antenna Dash Mount	50		
200-0245-00	Antenna Tall Deck Mount	50		
200-0648-00	Display Sun Shield	50		
155-2055-08	Antenna Cable, 8 Ft	50		
155-2055-20	Antenna Cable, 16 Ft	50		
155-2283-50*	CAN/VSS Power Cable	50		
200-0820-00	Dual Manual Kit	50		
035-0361-00	Shipping Container, Dash Mounted Radar	50		
155-2211-00	Remote Display Interconnect Cable	50		
063-1004-02	2 Year Extend Warranty total 5 years	50	\$ 275.00	\$ 13,750.00
155-2213-00	Wired Remote Control Cable	50		
	Installation of Dual Antenna Radar	50	\$ 125.00	\$ 6,250.00
	Shipping			\$ 920.00
Note: This Quote is good for 45 Days				\$ 136,845.00

#### NOTES:

This is provided as an official quote subject to notes and assumptions provided.

PO Issued to Rz Communications must:

Be a valid Purchase Order (PO)/Contract/Notice to Price

Have a PO Number/Contract Number & Date

Have Payment Terms or Contract Number

Be issued in the Legal Entity's Name

Include a Bill-To Address with a Contact Name and Phone

Include a Ship-To Address with a Contact Name and Phone

Include an Ultimate Address (only if different than the Bill to or Ship to Address

Identify Tax Exemption Status (where applicable)

Include a Signature (as Required)



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Cynthia Collazo, Deputy City Manager

**Staff Source:** Raymond E. Garner, Chief of Police

**SUBJECT**

Consideration to authorize the purchase of ammunition for the Police Department in the amount of \$91,586.00 from Precision Delta Corporation, Ruleville, Mississippi through the BuyBoard Cooperative Purchasing Program's contract No. 432-13. Funding is available in the Police Trust Fund.

**PREVIOUS COUNCIL ACTION**

Approved the City of Laredo's participation in the Buy Board Cooperative Purchasing Program.

**BACKGROUND**

Authorization is requested for the purchase of duty ammunition for the Police Department. This ammunition will be purchased from Precision Delta Corporation utilizing the BuyBoard contract No. 432-13.

Description	Quantity	Cost/Case	Total
9 MM 147 gr.JHP Ranger "T" Series 500 rd/cs	380 cases	\$139.00	\$52,820.00
.223 Rem 55gr. Pointed Soft Pt Ranger 200rd/case	280 cases	\$135.00	\$37,800.00
308 Win 168gr. Match BTHP 200 rd/cs	161 cases	\$161.00	\$966.00
		Total	\$91,586.00

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

It is recommended that this action be authorized.

**Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:** Trust Fund  
**Account #:** 665



**Change Order: Exceeds 25% Y/N: N**

**FINANCIAL IMPACT:**

Funds for the purchase of this ammunition is available from the Police Department's Trust Fund ammunition line item budget:

Account Number: 665-2300-522-2500

---



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador,  
Purchasing Agent

---

**SUBJECT**

Consideration to award an annual supply and service contract FY16-077 to the low bidder, E & E Air Conditioning, Laredo, TX in an amount up to \$100,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the Utilities Department. This contract establishes an hourly service rate and cost percentage for parts. 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. Funding for the additional extensions are subject to future budget appropriations. All services will be purchased on an as needed basis and funding will be secured from the Utilities Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received two bids for HVAC repair services for the Utilities Department. This contract establishes hourly and cost plus percentage rate on materials supplied by the contractor. E & E Air Conditioning have a Texas Class B license (#TACLB 26075C) for refrigeration and environmental HVAC repair services. All services will be 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. 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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in



writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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.

Refer to Bid Tabulation for Pricing.

## **COMMITTEE RECOMMENDATION**

None.

## **STAFF RECOMMENDATION**

It is recommended that this contract be approved.

---

### **Fiscal Impact**

**Fiscal Year:** 2017

**Budgeted 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**

Bid Tab FY16-077

Contract FY16-077

---



Bid Tabulation FY16-077  
HVAC Repair Services-Utilities Department  
September 30, 2016 @ 4:00 PM

	E & E Air Conditioning Laredo, Texas 78045		Brandt Companies Sabriz, Texas 78154	
	HVAC Service & Repairs	Mini Split Systems Service & Repairs	HVAC Service & Repairs	Mini Split Systems Service & Repairs
Certified Mechanic per hour	\$ 65.00	\$ 65.00	\$ 87.13	\$ 87.13
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ 95.00	\$ 95.00	\$ 130.69	\$ 130.69
Certified Technician per hour	\$ 65.00	\$ 65.00	\$ 85.00	\$ 85.00
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ 95.00	\$ 95.00	\$ 127.50	\$ 127.50
Supervisor per hour	\$ 65.00	\$ 65.00	\$ 91.87	\$ 91.87
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ 95.00	\$ 95.00	\$ 137.81	\$ 137.81
Laborer per hour	\$ 45.00	\$ 45.00	\$ 56.83	\$ 56.83
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ 65.00	\$ 65.00	\$ 85.25	\$ 85.25
Percentage added to Contractor's cost for parts	20%		20%	



#1

21.0 **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) E and E A/C Inc.

Signature [Signature]  
of person authorized to sign bid

Date 9/28/2016

Print Name Edgardo Gomez  
of person authorized to sign bid

Title: President

Business Address: 801 Union Pacific Ste. 1

City, State, Zip Code: Laredo, Tx. 78045

Telephone Number (956) 284-6867 Fax Number: 1-806-414-3029

Contact Person Email Address: egomez@eandeac.com

Federal Tax ID Number: 27-1546094

Bidders Principal/Corporate Place of Business Address: 801 Union Pacific Ste. 1

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: \_\_\_\_\_

State how long under its present business name: 6 yrs.

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

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



**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☒ No ☐

Disadvantaged Business Enterprise (DBE): Yes ☒

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

This company is not a certified minority business: ☐

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Tab B Price Schedule**

**22.1 Section I HVAC Hourly Service Rates & Percentage Markup**

	HVAC Service & Repairs	Mini Split Systems Service & Repairs
Certified Mechanic per hour	\$ <u>65.-</u>	\$ <u>65.-</u>
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ <u>95.-</u>	\$ <u>95.-</u>
Certified Technician per hour	\$ <u>65.-</u>	\$ <u>65.-</u>
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ <u>95.-</u>	\$ <u>95.-</u>
Supervisor per hour	\$ <u>65.-</u>	\$ <u>65.-</u>
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ <u>95.-</u>	\$ <u>95.-</u>
Laborer per hour	\$ <u>45.-</u>	\$ <u>45.-</u>
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ <u>65.-</u>	\$ <u>65.-</u>

Percentage added to Contractor's cost for parts 20 %

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%

Estimated time to complete service in 1 days.

Company Name: E and E Air Conditioning, Inc.

Owner/President Name: Edgardo Gomez

Company Address: 801 Union Pacific Blvd., Ste #1

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Edgardo Gomez

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



**CITY OF LAREDO  
PURCHASING DIVISION**

22.2 Overview of Company & Location

In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's location.

22.3 Please identify days of week establishment is open for business:

7 days a week

22.4 Please identify hours of operation: 24 hrs

22.5 Texas Class B License# TACLB26075C

22.6 Type of license (Refrigeration, Environmental, or Combination): Refrigeration

Company Name: E and E Air Conditioning, Inc.

Owner/President Name: Edgardo Gomez

Company Address: 801 Union Pacific Blvd., Ste #1

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Edgardo Gomez

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



**23.0    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](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

☒ 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

Edgardo Gomez

Signature

[Signature]

Date

9/28/2016

**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.**

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



CITY OF LAREDO  
PURCHASING DIVISION

24.0 Tab D

**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

**AFFIDAVIT**

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

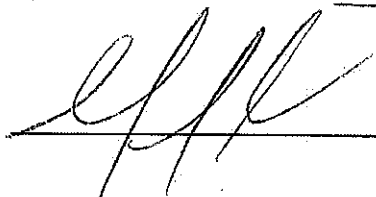
That he/she is Edgardo Gomez - President  
(a Partner or officer of the firm of, etc.)

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

Signature of:

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

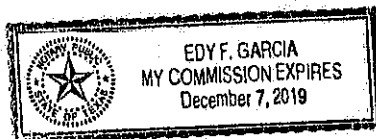
Subscribed and sworn before me this 28 day of September 2016



**Notary Public**

**My commission expires:**

12-07-2019





CITY OF LAREDO  
PURCHASING DIVISION

25.0 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 the disclosure form

First: Edgardo M.I.  Last: Gomez Suffix:

2. Contract information

a) Contract or project name: HVAC Repairs Services

b) Originating department: Utilities Dep.

3. Name of individual(s) or entity(ies) seeking a contract with the city (be specific to the contract)

E and E Air Conditioning, Inc.

4. Do 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. Do any individual(s) or entity(ies) 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. Do 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:



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 90 calendar days after the contract has been awarded.

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

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

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

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

**\*Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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 90 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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: Edgardo Gomez Title: President

Company Name or DBA: Eand E Air Conditioning, Inc. Date: 9/28/2016

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

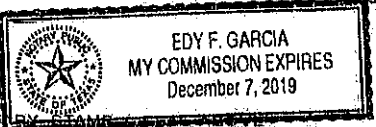
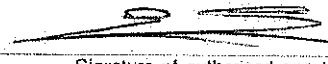
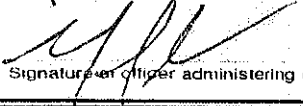
If necessary to mail, sent to:

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



**CITY OF LAREDO  
PURCHASING DIVISION**

26.0 Tab F

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																			
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.			<b>OFFICE USE ONLY</b>																			
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> <u>Fend E Air Conditioning, Inc. Laredo, TX USA</u>																						
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> <u>N/A</u>																						
<b>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.</b> <u>HVAC Repair Services</u>																						
<b>4 Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>			Controlling	Intermediary																
Controlling	Intermediary																					
<b>5 Check only if there is NO Interested Party.</b> <input checked="" type="checkbox"/>																						
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																						
		 Signature of authorized agent of contracting business entity																				
Sworn to and subscribed before me, by the said <u>Edgardo Gomez</u> this 1 <sup>st</sup> day of <u>September</u> 20 <u>16</u> , to certify which, witness my hand and seal of office.																						
 Signature of officer administering oath		<u>Edy F. Garcia</u> Printed name of officer administering oath																				
		<u>Notary Public</u> Title of officer administering oath																				
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																						

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**27.0 Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **5:00 P.M on September 29, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on September 30, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: HVAC Repair Services – Utilities Department  
FY16-077**

Bids are to be mailed: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall - Third Floor  
P. O. Box 579  
Laredo, Texas 78042-0579

Hand Delivered:  
City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
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. Certificate of Interested Parties**
- 7. Please submit one original signature bid document and two copies**



CITY OF LAREDO  
PURCHASING DIVISION



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**HVAC REPAIR SERVICES  
CITY OF LAREDO OF UTILITIES 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 and service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair services for various City of Laredo 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](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M** on **September 29, 2016**; and all bids received will be opened and read publicly at **4:00 PM** at the **Office of the City Secretary** on **September 30, 2016**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: HVAC Repair Services – Utilities Department  
FY16-077**

Bids are to be mailed:

**City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579**

Hand Delivered:

**City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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



**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 and service contract to provide HVAC (Heating, Ventilation, and Air Conditioning) repair services for various City of Laredo 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.ci.laredo.tx.us](http://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 September 29, 2016** and all bids received will be **opened and read publicly on September 30, 2016 at 4:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: HVAC Repair Services – Utilities Department  
FY16-077**

**Bids are to be mailed:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

**Hand Delivered:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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 1st DAY OF SEPTEMBER 2016.

for:

Heberto "Beto" L. Ramirez  
Acting City Secretary



**CITY OF LAREDO  
PURCHASING DIVISION**

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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 SERVICE/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. A primary and secondary vendor will be awarded this contract.
- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**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:



**CITY OF LAREDO  
PURCHASING DIVISION**

---

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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**Formal Invitation for Bids  
HVAC Repair Services  
City of Laredo Utilities Department**

---

**14.0 Scope of Work**

The City of Laredo seeking bids from licensed contractors with demonstrated professional competence and experience to provide HVAC repair services. The purpose of this contract is to establish multiple providers to provide HVAC repair services for City of Laredo Utilities Department.

- 14.1 All questions for this bid shall be submitted in writing or by email no later than, September 14, 2016 to:

Enrique Aldape III, Administrative Assistant II  
Purchasing Division  
5512 Thomas Ave.  
Laredo, TX, 78041  
Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

**15.0 General Conditions**

Contractor(s) shall comply with and perform all HVAC and Mini Split System Maintenance Services, Repairs and installations in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes, manufacturer's instructions, warranty requirements and specifications. Contractor and/or his/her employees performing work as part of this RFB requirement shall possess a minimum of a Class B License issued by the Texas Department of Licensing and Regulation and shall be in good standing with the State of Texas and be certified to work on HVAC units and mini split systems as set forth in this Request for Bid. Also, Contractor must be able to program and troubleshoot Carrier Comfort Link Controls.

- 15.1 Contractor and/or his/her employees performing work as part of this RFB requirement shall possess an Environmental Air Conditioning Endorsement, and/or a Commercial Refrigeration and Process Cooling or Heating Endorsement. Also, Contractor technicians and installers must be registered with the Texas Department of Licensing and Regulation. All work performed must be by the Contractor and not by a subcontractor.
- 15.2 Contractor(s) shall conduct all work during normal working hours unless deemed by City of Laredo to be disruptive to the normal operations of the organization or an emergency.
- 15.3 Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFP or any resulting contract. Contractor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
- 15.4 Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- 15.5 Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage (if applicable).
- 15.6 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner in accordance with standard industry practice and all laws, rules regulations and codes. If any employee of contractor is deemed unacceptable by the City of Laredo, Contractor shall immediately replace such personnel with an acceptable substitute to the City of Laredo within (2) business days.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 15.7 Parts shall be invoiced at the contractor's cost plus the percentage for profit and handling as annotated on contractor's bid form. City of Laredo reserves the right to audit contractor's invoices at its sole discretion.
- 15.8 Contractor shall make available to the City of Laredo any requested invoice showing what Contractor paid for the part, within three (3) business days of request or the City of Laredo shall not be obligated to pay for the part.
- 15.9 Contractor(s) must provide, at contractor's own expense, all equipment, labor, materials, supplies, tools, etc. necessary to perform all of the required services under this RFB and any resulting contract.
- 15.10 Contractor shall commence and end all services on the same workday unless approved by the City of Laredo in advance. Contractor shall make all effort to reduce to a minimum any inconvenience to the residents at City of Laredo properties.
- 15.11 Contractor(s) shall arrive at the property location prepared to commence work. Contractor(s) arrival to the property location for emergency calls shall be within two (2) hours after notification by the City of Laredo, including weekends and holidays. Contractor shall call or check-in with the City of Laredo representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property.
- 15.12 Maintenance or repair work shall be performed by the contractor only after receipt of a purchase order, unless the service call is considered an emergency as defined by the agency, "an event which requires immediate action in order to prevent a hazard to life, health, safety, welfare or property or to avoid undue additional cost to the City of Laredo". Except for emergency service calls, the Contractor shall notify the Property Manager or Maintenance Supervisor a minimum of 24 hours prior to the service call.
- 15.13 Emergency Response Time: The contractor shall arrive at the site within 1 hour of receipt of a call that the equipment is inoperable or in problem status. If the contractor cannot do so due to another emergency situation at another City of Laredo property, the contractor shall immediately notify the designated City of Laredo contact person. If the Contractor fails to respond in the allotted time without notification, City of Laredo shall then have the right to contact another firm to address the problem at the contractor's expense.
- 15.14 Service Calls: The contractor's representative shall check in and out with City of Laredo staff at the site when performing any work on the site. Upon completion of the job, representative shall provide to City of Laredo staff a signed job ticket. The ticket shall include, but not be limited to, the following information:
- 15.14.1 Company name;
- 15.14.2 Printed name(s) of the personnel performing the work;
- 15.14.3 Date of service;
- 15.14.4 Specific equipment worked on;
- 15.14.5 Detailed description of the work performed;
- 15.14.6 Parts used;
- 15.14.7 Specific and total time spent on job.
- 15.15 Contractor shall inform City of Laredo personnel within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 15.16 Contractor shall guarantee all installations to meet and pass City of Laredo Inspections. Should an HVAC installation or repair made by Contractor not pass inspection, contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the City of Laredo.
- 15.17 Contractor's shall only invoice City of Laredo for the time spent on the property. The City of Laredo shall not pay for time spent in route or traveling to acquire parts/supplies.
- 15.18 Invoices or job tickets shall show arrival and departure times to and from the property of all Contractors and employees responding for service.
- 15.19 Contractor shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, the City of Laredo reserves the right to only pay the fees for customary trade practices.
- 15.20 The City of Laredo shall not be responsible for trip charges and/or service charges. Example: The City of Laredo shall not pay for trip charge or hourly charges if Contractor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back.
- 15.21 Upon initial communication with property concerning the required service, Contractor shall have a general idea of the scope of work prior to commencement in order to minimize HVAC downtime. Also, items needed for possible replacement such as but not limited to compressors, boiler and boiler systems, chillers and chiller systems, cooling towers and cooling tower systems and mini split systems shall be confirmed prior to delivery to avoid downtime.
- 15.22 Contractor shall provide live operator dispatcher services, not a message system - 24 hour/7 days a week including weekends and holidays. The Contractor shall respond to calls for service upon request including nights, weekends and holidays.
- 15.23 Contractor must be a factory authorized dealer for Carrier HVAC Systems.
- 15.24 Contractor shall provide proper equipment. The City of Laredo will not pay for extra man hours when labor saving devices are readily available to efficiently and effectively provide HVAC maintenance and repair service for systems as set forth in this RFB.
- 15.25 Contractor shall provide estimates for repairs when requested. If the City of Laredo deems such quote to be unreasonable, the City of Laredo reserves the right to request quotes from the other two secondary contractors for such service and whose use is standard and customary to the industry. The City of Laredo reserves the right to bid large \$5,000 or more projects amongst the primary and secondary vendors.
- 15.26 Contractor shall use parts specified by the manufacturer or approved equivalents. All parts shall be new and not refurbished.
- 15.27 Only City of Laredo Procurement Staff, Department Managers and Maintenance Supervisors may request work to be performed. Except in the case of an emergency the contractor shall only commence work and inspection with a Purchase Order.
- 15.28 Upon completion of HVAC and Mini Split Systems, maintenance, service and/or repairs and any work resulting from this RFB, contractor(s) shall clean up the area where the work was performed and contractor shall remove any debris generated by the repairs from City of Laredo premises. At no time will contractor discard debris into any City of Laredo refuse container.
- 15.29 The City of Laredo shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to the City of Laredo, it will be the responsibility of the contractor to dispose of the equipment.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 15.30 **Parts inventory:** the Contractor shall have and maintain locally a supply of spare parts sufficient for the normal maintenance and repair of the units. The Contractor shall provide within 4-hours a needed replacement part for inoperative units, as long as such part is reasonably available within a 24-hour period.
- 15.31 The contractor shall have a minimum of Class B HVAC license. The Class B license allows contractors to work on any units up to 20 tons in size HVAC equipment.
- 16.0 HVAC Systems**  
Contractor shall perform all HVAC maintenance and repair services on an as needed basis at all City of Laredo properties with no exceptions.
- 16.1 Contractor shall provide documentation on all freon additions and new system installations in order to keep record.
- 16.2 If an HVAC system will be out of service for more than 4 hours due to the non-availability of a part or extended time needed for repair, the Contractor shall immediately call the City of Laredo representative who assigned the work and inform him/her of the situation and estimated time of completion and make recommendations to restore the service temporarily so as to minimize impact to the residents or staff.
- 16.3 Contractor's vehicles used to respond to calls for service shall be stocked with commonly used HVAC supplies and equipment to eliminate delays and/or interruptions in service.
- 16.4 Some HVAC Systems may be on rooftops and may require the use of a crane.
- 16.5 **HVAC Maintenance:** Maintenance services shall be all inclusive and shall be a firm fixed price. Quarterly and Annual maintenance, preventative maintenance and routine inspections shall include but not be limited to:
- 16.5.1 System and equipment inspections;
  - 16.5.2 Check operating and safety controls;
  - 16.5.3 Check operation of crankcase heaters;
  - 16.5.4 Check compressor oil levels;
  - 16.5.5 Visually inspect for oil & refrigerant leaks.
- 16.6 **Ton Carrier Split System**  
The following materials and labor necessary to perform the following:
- 16.6.1 Clean Condenser Coil;
  - 16.6.2 Visual inspection of evaporator;
  - 16.6.3 Replace all return filters;
  - 16.6.4 Flush out drain lines;
  - 16.6.5 Check all electrical components;
  - 16.6.6 Oil all motor;
  - 16.6.7 Check belts for evaporator motor;
  - 16.6.8 Check amperage on motors and compressor;



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 16.6.9 Check Freon levels;
- 16.6.10 Check Comfort Link for proper programming;
- 16.6.11 Check or Re-program Comfort Link any alarms;
- 16.6.12 Run system and check for proper operation.

**16.7 15 Ton Carrier Split System**

The following materials and labor necessary to perform the following:

- 16.7.1 Clean Condenser Coil;
- 16.7.2 Visual inspection of evaporator;
- 16.7.3 Replace all return filters;
- 16.7.4 Flush out drain lines;
- 16.7.5 Check all electrical components;
- 16.7.6 Oil all motor;
- 16.7.7 Check belts for evaporator motor;
- 16.7.8 Check amperage on motors and compressor;
- 16.7.9 Check Freon levels;
- 16.7.10 Check Comfort Link for proper programming;
- 16.7.11 Check or Re-program Comfort Link any alarms;
- 16.7.12 Run system and check for proper operation.

**16.8 5 Ton Wall Unit**

The following materials and labor necessary to perform the following:

- 16.8.1 Clean Condenser Coil;
- 16.8.2 Visual inspection of evaporator;
- 16.8.3 Replace all return filters;
- 16.8.4 Flush out drain lines;
- 16.8.5 Check all electrical components;
- 16.8.6 Oil all motor;
- 16.8.7 Check belts for evaporator motor;
- 16.8.8 Check amperage on motors and compressor;
- 16.8.9 Check Freon levels;
- 16.8.10 Run system and check for proper operation.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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 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.

- 17.1 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.
- 17.2 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.
- 17.3 Other City of Laredo departments may enter into contracts or purchase orders from these specifications during the duration of this contract.

**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 to the lowest responsible bidders 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. A primary and secondary vendor will be awarded this contract.

- 18.1 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.
- 18.2 ***The City of Laredo reserves the right to bid large \$5,000.00 or more projects amongst the primary and secondary vendors.***

**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 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) or [ealdape@ci.laredo.tx.us](mailto: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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**20.0 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**



**CITY OF LAREDO  
PURCHASING DIVISION**

**21.0    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



**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☐

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0    Tab B Price Schedule**

**22.1    Section I HVAC Hourly Service Rates & Percentage Markup**

	HVAC Service & Repairs	Mini Split Systems Service & Repairs
Certified Mechanic per hour	\$ _____	\$ _____
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	\$ _____	\$ _____
Certified Technician per hour	\$ _____	\$ _____
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	\$ _____	\$ _____
Supervisor per hour	\$ _____	\$ _____
Supervisor after hours (5:01pm to 7:59 am) charge per hour	\$ _____	\$ _____
Laborer per hour	\$ _____	\$ _____
Laborer after hours (5:01pm to 7:59 am) charge per hour	\$ _____	\$ _____

Percentage added to Contractor's cost for parts \_\_\_\_\_ %

\*\*\*\*\*All materials shall be at cost plus a handling fee up to but not to exceed 10%

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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**22.2 Overview of Company & Location**

In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's location.

**22.3** Please identify days of week establishment is open for business:

\_\_\_\_\_

**22.4** Please identify hours of operation: \_\_\_\_\_

**22.5** Texas Class \_\_\_\_\_ License# \_\_\_\_\_

**22.6** Type of license (Refrigeration, Environmental, or Combination): \_\_\_\_\_

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.



**23.0    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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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**

☐ 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



CITY OF LAREDO  
PURCHASING DIVISION

24.0 **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 or officer of the firm of, etc.)

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

\_\_\_\_\_  
Signature of:

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My commission expires:**

\_\_\_\_\_



CITY OF LAREDO  
PURCHASING DIVISION

25.0 **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: \_\_\_\_\_



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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



**CITY OF LAREDO  
PURCHASING DIVISION**

**26.0    Tab F**

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



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**27.0 Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **5:00 P.M on September 29, 2016; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on September 30, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: HVAC Repair Services – Utilities Department  
FY16-077**

Bids are to be mailed: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall - Third Floor  
P. O. Box 579  
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
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. Certificate of Interested Parties**
- 7. Please submit one original signature bid document and two copies**



**City Council-Regular****Meeting Date:** 11/07/2016**Initiated By:** Robert Eads, Assistant City Manager**Staff Source:** Rogelio Rivera, P.E., City Engineer; Stephen Geiss, Solid Waste Services Director; Miguel A. Pescador Purchasing Agent**SUBJECT**

Consideration to authorize the purchase of four-thousand seven hundred and four (4,704) garbage/refuse carts from Toter Inc., Statesville, North Carolina, through the H-GAC Cooperative Purchasing Contract RC01-16 in the total amount of \$281,582.26. Funding is available in the Solid Waste Services Budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

This is the regular yearly order for dispensing green garbage carts to all new homes and to replace damaged or stolen carts.

**PREVIOUS COUNCIL ACTION**

Authorized participation in the H-GAC Cooperative Purchasing Program.

**BACKGROUND**

Authorization is requested to purchase 4,704 garbage/refuse carts for the Solid Waste Services operation as replacement units. These waste containers are designed for household garbage and can be used with both semi-automated and automated systems. The price per cart is \$54.87 (blue), \$50.06 (Green), \$16.70 (replacement green and black lids), \$21.01 (replacement blue lid) and includes freight, assembly, and hot stamped on cart body.

H-GAC Contract

RC01-16

Product Description	Qty	Unit Price	Total
Toter 96 Gallon Blue Cart	1,176	\$54.87	\$ 64,527.12
Toter 96 Gallon Green Cart	3,528	\$50.06	\$ 176,611.68
Toter 96 Gallon Gen II Lid (Black)	420	\$16.70	\$ 7,014.00
Toter 96 Gallon Gen II Lid (Green)	1,400	\$16.70	\$ 23,380.00
Toter 96 Gallon Gen II Lid (Blue)	150	\$21.01	\$ 3,151.50
		Freight	\$ 6,897.96
		Grand Total	\$ 281,582.26



**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

---

**Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Solid Waste  
**Account #:** 55625505322400  
**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**

HGAC Contract RC01-16

---





841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10027558

Sell To:

Contact Name Irene Martinez  
Bill To Name City of Laredo  
Bill To PO Box 579  
Laredo, TX 78042-0579  
United States  
Email imartinez@ci.laredo.tx.us  
Phone (956) 326-1100

Ship To Name City of Laredo  
Ship To 6912 State Highway 359  
Laredo, TX 78043-4787  
United States

Quote Information

Salesperson Chance Hennig  
Salesperson Email [chennig@wastequip.com](mailto:chennig@wastequip.com)  
Salesperson Phone (361) 362-4485

Created Date 10/7/2016  
Expiration Date 11/6/2016  
Quote Number WQ-10027558  
Please Reference Quote Number on all  
Purchase Orders





841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10027558

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Body both sides :S2785  IML: M553	1,176.00	\$54.87	\$64,527.12
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---1/3 Assembled with Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	BHS Left S2231 BHS Right S2232	3,528.00	\$50.06	\$176,611.68
B99796	Model B99796 - Toter 96 Gallon Gen II Lid	---Lid Color - (940) Green ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Plain no markings	1,400.00	\$16.70	\$23,380.00
B99796	Model B99796 - Toter 96 Gallon Gen II Lid	---Lid Color - (200) Black ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Plain no markings	420.00	\$16.70	\$7,014.00
B99796	Model B99796 - Toter 96 Gallon Gen II Lid	---Lid Color - (705) Blue ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	IML: M553	150.00	\$21.01	\$3,151.50

Payment Terms	Net 30 Days	Subtotal	\$274,684.30
Shipping Terms	FOB Origin	Shipping and Handling	\$6,897.96
		Tax	\$0.00
		Grand Total	\$281,582.26

#### Shipping Details

Shipping Instructions Customer is responsible for the off-loading of all carts upon arrival.

#### Additional Information

**Additional Terms** Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at: <http://www.wastequip.com/terms-conditions.cfm>





841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10027558

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Farg, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

**Additional  
Information**

Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document.

**Special Contract  
Information**

Pricing is based on Toter's Houston-Galveston Area Council (H-GAC) Contract No. RC01-16 as awarded on January 1, 2016. Per the terms of the contract, pricing may be amended at any time with documentation, and a subject to H-GAC approval.

**Signatures**

Accepted By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to renew annual service contract FY14-042 to the following vendors:

1. Laredo Mechanical, Laredo, Texas in an amount up to \$260,000.00;
2. Gutierrez Machine Shop, Laredo, Texas in an amount up to \$125,000.00; and
3. Odessa Pumps, Midland, Texas in an amount up to \$125,000.00

for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no price increase during this extension period. This is the third of five extension periods. All services will be purchased on an as needed basis. Funding is available in the Utilities Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Awarded a one year contract on 11/2/15.

**BACKGROUND**

This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs. There will be no price increase during this extension period. This is third of five extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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.

Current Awarded Sections:

<u>Vendor</u>	<u>Sections</u>	<u>Current Annual Amount</u>
Laredo Mechanical	I, II, VI, VII	\$ 260,000.00
Gutierrez Machine Shop	III	\$ 125,000.00
Odessa Pumps	IV, V	\$ 125,000.00

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be renewed.

---

**Fiscal Impact**

**Fiscal Year:** 2017

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:** 55942105332037

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

All services will be purchased on an as need basis. 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**

FY14-042 Contracts

---



CITY OF LAREDO  
PURCHASING DIVISION



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**PUMP REPAIRS  
UTILITIES 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 water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M on January 29, 2014**; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 30, 2014.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repairs – Utilities Department  
FY14- 042**

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.**

**Please submit one original signature bid document and two copies**





**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 water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://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 29, 2014 and all bids received will be opened and read publicly on January 30, 2014 at 3:00 PM.

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Pump Repairs – Utilities Department  
FY14-042**

**Bids are to be mailed:**

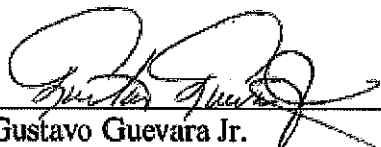
City of Laredo – City Secretary  
C/O Gustavo Guevara Jr.  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

**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 8th 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

- (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/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be 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

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. In all cases liability insurance is required. All other insurance requirements are for those vendors that for any reason will perform any type of work on City of Laredo property.

- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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  
Pump Repairs  
Utilities Department**

---

**14.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval.

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

Utilities Department point of contacts: Tony Moreno (956) 795-2620 or email [tmoreno@ci.laredo.tx.us](mailto:tmoreno@ci.laredo.tx.us)  
Jose Chavarria (956) 721-2022 or email [jchavarria@ci.laredo.tx.us](mailto:jchavarria@ci.laredo.tx.us)

**14.1 All questions for this bid shall be submitted in writing or by email to:**

Enrique Aldape III, Administrative Assistant  
Purchasing Division  
5512 Thomas Ave.  
Laredo, TX, 78041

Email: [ealdape@ci.laredo.tx.us](mailto: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 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.**

**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.**



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 16.3 Bids not submitted on these forms will not be considered.
- 16.4 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 16.5 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.
- 16.6 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 providing any service.
- 16.7 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 16.8 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).
- 16.9 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.
- 16.10 All parts and services provided must be equal to or better than the original part and service.
- 16.11 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.0 General Repair Specifications**  
The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.
- 17.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences
- 18.0 Equipment**  
Below is the list of the equipment but not limited to various stations.

<u>Item</u>	<u>Pump Type</u>	<u>Brand</u>	<u>GPM</u>	<u>TDH</u>	<u>HP</u>	<u>RPM</u>
#1	Horizontal Split Case	Fairbanks	3000	100	100	1180
#2	Horizontal Split Case	Peerless	3800	320	400	1770
#3	Horizontal Split Case	Paco	650	240	60	3550
#4	Submersible	Fairbanks	10500	80	300	720
#5	Vertical Turbine	Fairbanks	10500	185	600	800
#6	Vertical Shaft	Peerless	300	300	65	3540
#7	Submersible	KSB	8333	83	250	1191



**19.0 Repair Services**

- 19.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.
- 19.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.
- 19.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.

**21.0 Invoice**

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

- 21.1 The invoice must contain the following information:

- 21.1.1 (1) Purchase Order number
- 21.1.2 (2) Pump Station name, model and serial numbers
- 21.1.3 (3) Invoice number
- 21.1.4 (4) Invoice Date
- 21.1.5 (5) Description of service
- 21.1.6 (6) Bill of materials
- 21.1.7 (7) Invoice total
- 21.1.8 (8) Contractor's name and address
- 21.1.9 (9) Contractor's contact with phone number and e-mail address.

- 21.2 All materials or parts shall be of equal or better quality than original.
- 21.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.

**22.0 Warranty**

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

- 22.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.
- 22.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**23.0 Shipment**

Shipment preparations shall include the following:

- 23.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 23.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 23.3 All pump openings shall be covered adequately to protect pump during shipment.
- 23.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 23.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 23.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 23.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 23.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.
- 23.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

**30.0 Documentation**

- 30.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 30.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 30.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:

30.3.1 Equipment

30.3.2 Model and Serial Numbers

30.3.3 Manufacturer

30.3.4 GPM/Head

30.3.5 HP

30.3.6 Impeller Diameter

30.3.7 RPM

30.3.8 Date



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**31.0 Service Specifications**

- 31.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
- 31.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.
- 31.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 31.4 During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.
- 31.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.

**32.0 Pump Tear Down Inspection and Quote**

- 32.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 32.2 When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.
- 32.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.
- 32.4 Contractor shall provide projected completion and delivery dates with each repair estimate.

**33.0 Pump & Motor Repairs**

- 33.1 All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.
- 33.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 33.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.
- 33.4 After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 33.5 Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 33.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 33.7 Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 33.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.
- 33.9 Contractor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 33.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.
- 33.11 Dynamic Balancing:
- 33.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.
- 33.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 33.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 33.12 The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.
- 33.13 Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 34.0 Field & Technical Support Services**
- 34.1 Contractor must be able to provide field and technical support. Support personnel should:
- 34.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.
- 34.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.
- 34.1.3 Be qualified to assist in pump installation and operation.



**CITY OF LAREDO  
PURCHASING DIVISION**

**35.0 Job Completion**

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

Bidder's business hours: From: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Days of week: \_\_\_\_\_

**36.0 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) 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.

**37.0 Award of Contract**

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids" which is attached and make part of these specifications. This contract will be **awarded by sections** to the bidder (s) that provides the **best value** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

In determining the **best value** for the City of Laredo the following factors will be considered:

	<u>Maximum Points</u>
37.1 Contractor's Profile, Qualifications, Experience & Location	30
37.2 Pricing	40
37.3 Technical Requirements	20
37.4 The bidder's past relationship with the City of Laredo	10

Annual 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 less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

**38.0 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](mailto: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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**39.0 Required Submittals**

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

- Tab A - Overview of Company
- Tab B - Price Schedules, Discounts
- Tab C - Technical Requirements
- Tab D - Bidders Past Relationship with the City of Laredo



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**40.0 Tab A - Overview of Company**

In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and structure.

**40.1 Provide an overview of your company.**

---

---

---

---

---

**40.2 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.**

1. Number of people employed: \_\_\_\_\_
2. Average years of experience of current employees: \_\_\_\_\_
3. Total number of certified technicians: \_\_\_\_\_
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes \_\_\_\_\_ No \_\_\_\_\_
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

**40.3 The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.**

Job Repair Pump Projects	Contact (Name & Phone#)
1) _____	_____
2) _____	_____
3) _____	_____



**CITY OF LAREDO  
PURCHASING DIVISION**

**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



**CITY OF LAREDO  
PURCHASING DIVISION**

---

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify	_____	

This company is not a certified minority business: ☐

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**41.0 Tab B Price Schedule**

**41.1 Section I: Horizontal Split Cast (Brand Fairbanks).**

Contract pricing is requested on service.

	<b>Labor Rate/Hour</b>	<b>Comments</b>
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

41.2 Section II Horizontal Split Cast (Brand Peerless).

Contract pricing is requested on service.

	<b>Labor Rate/Hour</b>	<b>Comments</b>
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

- 41.3 Section III Horizontal Split Cast (Brand Paco).  
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.  
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

- 41.4 Section IV Submersible Pump (Brand Fairbanks).  
Contract pricing is requested on the service.

	<b>Labor Rate/Hour</b>	<b>Comments</b>
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

**41.5 Section V Vertical Turbine (Brand Fairbanks).**

Contract pricing is requested on service.

	<b>Labor Rate/Hour</b>	<b>Comments</b>
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

- 41.6 Section VI Vertical Shaft (Brand Peerless).  
Contract pricing is requested on service.

	<b>Labor Rate/Hour</b>	<b>Comments</b>
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

- 41.7 Section VII Submersible Pump (Brand KSB).  
Contract pricing is requested on service.

	<b>Labor Rate/Hour</b>	<b>Comments</b>
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within \_\_\_\_\_ working days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ days per week.

Warranty: \_\_\_\_\_

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**42.0 Tab C - Technical Specifications**

42.1 How will you meet required turnaround time for service repair?

---

---

---

---

42.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

---

---

---

---

42.3 Do you use OEM or aftermarket parts for repairs?

---

---

42.4 Will you provide an "estimated quote" for each repair? All repairs must be duly approved by the Utilities Department.

---

---

42.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

---

---

---

---

---

---



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**43.0 Tab D Bidders Past Relationship with the City Of Laredo**

43.1 Describe you current and past business relationship with the City of Laredo.

---

---

---

---

---

---

---

---

---

---

43.2 Describe you current and past business relationships with any other governmental agencies in the Laredo, Texas area. List the agencies.

---

---

---

---

---

---

---

---

---

---



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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](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



**CITY OF LAREDO  
PURCHASING DIVISION**

**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



**City of Laredo**  
**Purchasing Division**  
**Renewal Notice**

October 29, 2014

Mr. Juan Gomez  
Laredo Mechanical Industrial Services  
121 Ranch Road 6086C  
Laredo, Texas 78043

Re: Pump Repairs: FY14-042  
Contract Renewal Extension I

Dear Mr. Gomez,

A contract for pump repairs for the City of Laredo Utilities Department was awarded to your company on 2/18/14. 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 five extension periods.

Current Contract Pricing

<u>Section</u>	<u>Description</u>
I	Horizontal Split Cast (Fairbanks)
II	Horizontal Split Cast (Peerless)
VI	Vertical Shaft (Peerless)
VII	Submersible Pump (KSB)

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. Pesador  
Purchasing Agent

X: Purchasing File

Laredo Mechanical Industrial Services	
Request a contract extension:	<u>YES</u> Not request a contract extension: _____
Authorized Signature:	_____
Print Name:	<u>JUAN F. GONZALEZ</u>
Date:	<u>10/29/14</u>

City of Laredo - Purchasing Division, 3512 Thomas Ave., Laredo, Texas 78041  
Phone (956) 790-1800 Fax 790-1805





**City of Laredo**  
**Purchasing Division**  
**Renewal Notice**

October 29, 2014

Mr. Moises Gutierrez  
Gutierrez Machine & Welding Shop  
201 W. Ryan St.  
Laredo, Texas 78041

Re: Pump Repairs: FY14-042  
Contract Renewal Extension I

Dear Mr. Gutierrez,

A contract for pump repairs for the City of Laredo Utilities Department was awarded to your company on 2/18/14. 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 five extension periods.

Current Contract Pricing

<u>Section</u>	<u>Description</u>
III	Horizontal Split Cast (Paco)

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

Xc: Purchasing File

Gutierrez Machine & Welding Shop

Request a contract extension: ☒ Not request a contract extension: ☐

Authorized Signature: Moses Gutierrez Jr.

Print Name: Moises Gutierrez Jr.

Date: 10-29-14





**City of Laredo**  
**Purchasing Division**  
**Renewal Notice**

October 29, 2014

Mr. Sean Hale  
Odessa Pumps and Equipment, Inc.  
7302 Leopard Drive  
Corpus Christi, Texas 78409

Re: Pump Repairs: FY14-042  
Contract Renewal Extension I

Dear Mr. Hale,

A contract for pump repairs for the City of Laredo Utilities Department was awarded to your company on 2/18/14. 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 five extension periods.

Current Contract Pricing

<u>Section</u>	<u>Description</u>
IV	Submersible Pump (Fairbanks)
V	Vertical Turbine (Fairbanks)

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

Xc: Purchasing File

Odessa Pumps and Equipment, Inc.

Request a contract extension: ☒ Not request a contract extension: ☐

Authorized Signature: Patrick Bradley

Print Name: PATRICK BRADLEY

Date: 10/29/2014



## **Enrique Aldape III**

---

**From:** William Mastin  
**Sent:** Monday, October 20, 2014 2:21 PM  
**To:** Enrique Aldape III  
**Cc:** Tony Moreno  
**Subject:** PO # 232029, 232030, & 232028

Good afternoon Mr. Aldape,

Could we please renew FY-14042 due that contract dollar amount is low...? Please advise... If you have any questions, please call or e-mail me.

Thank you,

William Mastin  
City of Laredo  
Water Treatment Division  
(956) 795-2620





**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

February 19, 2014

Mr. Sean Hale  
Odessa Pumps and Equipment, Inc.  
7302 Leopard Drive  
Corpus Christi, Texas 78409

Re: Pump Repairs - Utilities Department  
Contract FY14-042  
Approved by City Council on February 18, 2014

Dear Mr. Hale,

This is to inform you that contract FY14-042 was approved by the City Council on February 18, 2014. The term of this contract shall be for a period of one year.

Contract Pricing:

<u>Section</u>	<u>Description</u>
IV	Submersible Pump (Fairbanks)
V	Vertical Turbine (Fairbanks)

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. 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





**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

February 19, 2014

Mr. Juan Gomez  
Laredo Mechanical Industrial Services  
121 Ranch Road 6086C  
Laredo, Texas 78043

Re: Pump Repairs - Utilities Department  
Contract FY14-042  
Approved by City Council on February 18, 2014

Dear Mr. Gomez,

This is to inform you that contract FY14-042 was approved by the City Council on February 18, 2014. The term of this contract shall be for a period of one year.

Contract Pricing:

<u>Section</u>	<u>Description</u>
I	Horizontal Split Cast (Fairbanks)
II	Horizontal Split Cast (Peerless)
VI	Vertical Shaft (Peerless)
VII	Submersible Pump (KSB)

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. 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





**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

February 19, 2014

Mr. Moises Gutierrez  
Gutierrez Machine & Welding Shop  
201 W. Ryan St.  
Laredo, Texas 78041

Re: Pump Repairs - Utilities Department  
Contract FY14-042  
Approved by City Council on February 18, 2014

Dear Mr. Gutierrez,

This is to inform you that contract FY14-042 was approved by the City Council on February 18, 2014. The term of this contract shall be for a period of one year.

Contract Pricing:

<u>Section</u>	<u>Description</u>
III	Horizontal Split Cast (Paco)

All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. 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



**City Council-Regular**

**Meeting Date:** 02/18/2014

**Initiated By:** Jesus Olivares, Assistant City Manager

**Staff Source:** Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to award annual service contract FY14-042 to the following vendors:

- 1) Laredo Mechanical, Laredo, Texas in an amount up to \$210,000.00;
- 2) Gutierrez Machine Shop, Laredo, Texas in an amount up to \$100,000.00;
- 3) Odessa Pumps, Midland, Texas in an amount up to \$100,000.00

for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. Water Treatment estimates a total expenditure of \$300,000.00 and Wastewater Treatment estimates a total expenditure of \$60,000.00. Funding is available in the Utilities Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

The City received three (3) bids for awarding an annual service contract for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs. In determining the **best value** for the City of Laredo the following factors were considered by the Utilities Department, in accordance with corresponding weights, in the evaluating bids:

	Weighted %
Contractor's Profile, Qualifications, Experience, Location.	30



An evaluation of pricing to the City of Laredo.	40
Technical Requirements.	20
The bidder's past relationship with the City of Laredo	10

### Summary

Sections	Vendor	Top Evaluation Scores	Awarded Amount
I, II, VI, VII	Laredo Mechanical	I-93, II-89, VI-87, VII-87	\$ 210,000.00
III	Gutierrez Machine Shop	III-90	\$ 100,000.00
IV, V	Odessa Pumps	IV-89, V-89	\$ 100,000.00

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) 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.

### COMMITTEE RECOMMENDATION

None.

### STAFF RECOMMENDATION

It is recommended that these contracts be approved.

---

### Fiscal Impact

**Fiscal Year:** 2014  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 55942105332037  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:



Section	Description	Laredo Mechanical Laredo, TX 78043	Gutierrez Machine Shop Laredo, TX 78041	Odessa Pumps & Equip. Midland, TX 79711
I	<b>Horizontal Split Cast (Fairbanks)</b>			
	Standard Shop Labor Rate	Hourly Rate \$ 75.00 per hour	Hourly Rate \$ 65.00 per hour	Hourly Rate \$ 75.00 per hour
	Field Labor Rate	\$ 75.00 per hour	\$ 65.00 per hour	\$ 75.00 per hour
	Diagnostic Shop Labor Rate	No Charge	No Charge	\$ 75.00 per hour
	Diagnostic Field Labor Rate	No Charge	No Charge	\$ 75.00 per hour
	Percentage of discount offered	15%	0%	0%
	Product (Mfr.)	After Market Parts		Fairbanks
	Type price schedule	Value Parts		Manufacturer
	Price Schedule Column on which is discount is based	Dealer		Distributor
II	<b>Horizontal Split Cast (Peerless)</b>			
	Standard Shop Labor Rate	Hourly Rate \$ 75.00 per hour	Hourly Rate \$ 65.00 per hour	Hourly Rate \$ 75.00 per hour
	Field Labor Rate	\$ 75.00 per hour	\$ 65.00 per hour	\$ 75.00 per hour
	Diagnostic Shop Labor Rate	No Charge	No Charge	\$ 75.00 per hour
	Diagnostic Field Labor Rate	No Charge	No Charge	\$ 75.00 per hour
	Percentage of discount offered	15%	0%	0%
	Product (Mfr.)	After Market Parts		Peerless
	Type price schedule	Value Parts		Dealer
	Price Schedule Column on which is discount is based	Dealer		Net
III	<b>Horizontal Split Cast (Paco)</b>			
	Standard Shop Labor Rate	Hourly Rate \$ 75.00 per hour	Hourly Rate \$ 65.00 per hour	Hourly Rate \$ 75.00 per hour
	Field Labor Rate	\$ 75.00 per hour	\$ 65.00 per hour	\$ 75.00 per hour
	Diagnostic Shop Labor Rate	No Charge	No Charge	\$ 75.00 per hour
	Diagnostic Field Labor Rate	No Charge	No Charge	\$ 75.00 per hour
	Percentage of discount offered	15%	0%	0%
	Product (Mfr.)	After Market Parts		Paco
	Type price schedule	Value Parts		Dealer
	Price Schedule Column on which is discount is based	Dealer		Net



		Laredo Mechanical Laredo, TX 78043	Gutierrez Machine Shop Laredo, TX 78041	Odessa Pumps & Equip. Midland, TX 79711
<b>IV Submersible Pump (Fairbanks)</b>				
Standard Shop Labor Rate	<b>Hourly Rate</b>	\$ 75.00 per hour	<b>Hourly Rate</b>	\$ 75.00 per hour
Field Labor Rate		\$ 75.00 per hour	No Bid	\$ 75.00 per hour
Diagnostic Shop Labor Rate		No Charge		\$ 75.00 per hour
Diagnostic Field Labor Rate		No Charge		\$ 75.00 per hour
Percentage of discount offered		15%		0%
Product (Mfr.)		After Market Parts		Fairbanks
Type price schedule		Value Parts		Manufacturer
Price Schedule Column on which is discount is based		Dealer		Distributor
<b>V Vertical Turbine (Fairbanks)</b>				
Standard Shop Labor Rate	<b>Hourly Rate</b>	\$ 75.00 per hour	<b>Hourly Rate</b>	\$ 75.00 per hour
Field Labor Rate		\$ 75.00 per hour	No Bid	\$ 75.00 per hour
Diagnostic Shop Labor Rate		No Charge		\$ 75.00 per hour
Diagnostic Field Labor Rate		No Charge		\$ 75.00 per hour
Percentage of discount offered		15%		0%
Product (Mfr.)		After Market Parts		Fairbanks
Type price schedule		Value Parts		Manufacturer
Price Schedule Column on which is discount is based		Dealer		Distributor
<b>VI Vertical Shaft (Peerless)</b>				
Standard Shop Labor Rate	<b>Hourly Rate</b>	\$ 75.00 per hour	<b>Hourly Rate</b>	\$ 75.00 per hour
Field Labor Rate		\$ 75.00 per hour	No Bid	\$ 75.00 per hour
Diagnostic Shop Labor Rate		No Charge		\$ 75.00 per hour
Diagnostic Field Labor Rate		No Charge		\$ 75.00 per hour
Percentage of discount offered		15%		0%
Product (Mfr.)		After Market Parts		Peerless
Type price schedule		Value Parts		Dealer
Price Schedule Column on which is discount is based		Dealer		Net



Bid Tabulation  
 Pump Repairs- Utilities Department  
 FY14-042  
 January 30, 2014 @ 3:00 PM

		Laredo Mechanical Laredo, TX 78043	Gutierrez Machine Shop Laredo, TX 78041	Odessa Pumps & Equip. Midland, TX 79711
<b>VII</b>	<b>Submersible Pump (KSB)</b>			
	Standard Shop Labor Rate	<b>Hourly Rate</b> \$ 98.00 per hour	<b>Hourly Rate</b> No Bid	<b>Hourly Rate</b> \$ 75.00 per hour
	Field Labor Rate	\$ 98.00 per hour		\$ 75.00 per hour
	Diagnostic Shop Labor Rate	No Charge		\$ 75.00 per hour
	Diagnostic Field Labor Rate	No Charge		\$ 75.00 per hour
	Percentage of discount offered	15%		0%
	Product (Mfr.)	After Market Parts		KSB
	Type price schedule	Value Parts		Dealer
	Price Schedule Column on which is discount is based	Dealer		Net



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Miguel A. Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to award annual supply contract FY16-075 to the following vendors:

1. Patria Office Supply, Laredo, Texas; (Primary Vendor)
2. Laredo Janitorial Solutions, Laredo, Texas; (Ancillary Vendor)
3. Texchem Corporation, Laredo, Texas; (Ancillary Vendor)
4. Executive Office Supply, Laredo, Texas; (Ancillary Vendor)
5. Gulf Coast Paper, Corpus Christi, Texas; (Ancillary Vendor)
6. Matera Paper Company, San Antonio, Texas (Ancillary Vendor)

for providing general janitorial supplies to all City departments. This contract establishes discount percentage pricing for those janitorial supplies most commonly utilized by City departments. Approximately, \$250,000.00 is spent annually on janitorial supplies by all 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 contract has five extension periods. All items will be purchased on an as needed basis and funding will be secured from the user departmental budgets.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

This contract establishes the fixed base for janitorial supplies most commonly utilized by city departments. Approximately, \$250,000.00 is spent annually on janitorial supplies by all city departments. Primary and secondary vendors will be contacted on purchases over \$1,000.00 in order to secure the best bid contract pricing for the City.

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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his



designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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.

**Contract Vendors:**

Vendor	<u>Award</u>	Evaluation Scores
Patria Office Supply	Primary Vendor	91.83
Executive Office Supply	Secondary Vendor	82.00
Texchem Corporation	Secondary Vendor	80.33
Gulf Coast Paper	Secondary Vendor	68.00
Laredo Janitorial Solutions	Secondary Vendor	59.83
Matera Paper Company	Secondary Vendor	59.67

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be awarded.

---

**Fiscal Impact**

**Fiscal Year:** 2017

**Budgeted Y/N?:** Yes

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**



All materials will be purchased on an as need basis. 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**

FY16-075 Evaluation Scores

Bid Tab FY16-075

Contract FY16-075

---



**Best Value Criteria Evaluation**

Alberto Ramirez  
Guadalupe Garza  
Enrique Aldape III

Executive Office Supply Laredo, TX 78040	Laredo Janitorial Solutions Laredo, TX 78043	Texchem Corporation Laredo, TX 78040	Patria Office Supplies Laredo, TX 78041
74	50	72.5	86
93	50	86	93
79	79.5	82.5	96.5
82.00	59.83	80.33	91.83

Alberto Ramirez  
Guadalupe Garza  
Enrique Aldape III

Gulf Coast Paper Co. Corpus Christi, TX 78416	Pyramid School Products Lampa, FL 33610	Central Pds Corp Linden, NJ 07036	Matera Paper Co. San Antonio, TX 78219
67	50	50	50
50	50	50	50
87	64	57	79
68.00	54.67	52.33	59.67

Alberto Ramirez  
Guadalupe Garza  
Enrique Aldape III

Advantage Supply Fort Worth, TX 76147	Interboro Packaging Corp. Montgomery, NY 12549	All American Pds Piscataway, NJ 08854
50	50	50
50	50	50
52.5	52.5	52.5
59.50	52.50	50.83



## Enrique Aldape III

---

**From:** Alberto Ramirez  
**Sent:** Monday, October 24, 2016 8:46 AM  
**To:** Enrique Aldape III  
**Subject:** Janitorial%20Supplies%20%20Bid%20TAB%20FY16-075.xls  
**Attachments:** Janitorial%20Supplies%20%20Bid%20TAB%20FY16-075.xls



<u><b>Best Value Criteria Evaluation</b></u> Reputation of Bidder (3 References)	Section	Weighted %	Excentive Office Supply Laredo, TX 78040		Laredo Janitorial Solutions Laredo, TX 78043		Eschen Corporation Laredo, TX 78040		Patricia Office Supplies Laredo, TX 78041	
	I	0.25	8	2.00	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
	II	0.70	7	4.90	5	3.50	8	4.90	10	2.50
	III	0.05	10	0.50	5	0.25	7	0.35	10	0.50
	Total Raw Points		7.40		5.00		7.25		8.60	
Pricing	Total Raw Points x 10		74		50		72.5		86	
Past Relationship with City of Laredo other/Govt. Agencies	Evaluation Score									
<u><b>Best Value Criteria Evaluation</b></u> Reputation of Bidder (3 References)	Section	Weighted %	Gulf Coast Paper Co. Corpus Christi, TX 78416		Pyramid School Products Lampas, TX 78640		Central Poly Corp Linden, NJ 07036		Materia Paper Co. San Antonio, TX 78219	
	I	0.25	6	1.50	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
	II	0.70	7	4.90	5	3.50	5	3.50	5	3.50
	III	0.05	6	0.30	5	0.25	5	0.25	5	0.25
	Total Raw Points		6.70		5.00		5.00		5.00	
Pricing	Total Raw Points x 10		67		50		50		50	
Past Relationship with City of Laredo other/Govt. Agencies	Evaluation Score									
<u><b>Best Value Criteria Evaluation</b></u> Reputation of Bidder (3 References)	Section	Weighted %	Advantage Supply Fort Worth, TX 76147		Interboro Packaging Corp Montgomery, NY 12549		All American Poly Princeton, NJ 08854			
	I	0.25	5	1.25	0-10 Points	Points x Weight	0-10 Points	Points x Weight		
	II	0.70	5	3.50	5	3.50	5	3.50		
	III	0.05	5	0.25	5	0.25	5	0.25		
	Total Raw Points		5.00		5.00		5.00			
Pricing	Total Raw Points x 10		50		50		50			
Past Relationship with City of Laredo other/Govt. Agencies	Evaluation Score									



## Enrique Aldape III

---

**From:** Guadalupe O. Garza  
**Sent:** Monday, October 24, 2016 8:46 AM  
**To:** Enrique Aldape III  
**Cc:** Ramiro Ramos, Jr.; Christina D. Morin  
**Subject:** RE: Evaluation Janitorial Supplies Contract FY16-075  
**Attachments:** Janitorial Bid PURCHASING.xls

Here it is.

Thank you.

-----Original Message-----

**From:** Enrique Aldape III  
**Sent:** Monday, October 24, 2016 8:20 AM  
**To:** Guadalupe O. Garza <[ggarza3@ci.laredo.tx.us](mailto:ggarza3@ci.laredo.tx.us)>  
**Subject:** RE: Evaluation Janitorial Supplies Contract FY16-075

Yes vendors must be scored 1 to 10

-----Original Message-----

**From:** Guadalupe O. Garza  
**Sent:** Monday, October 24, 2016 8:19 AM  
**To:** Enrique Aldape III  
**Subject:** RE: Evaluation Janitorial Supplies Contract FY16-075

I have not purchased from those vendors, What should I input? 0?

-----Original Message-----

**From:** Enrique Aldape III  
**Sent:** Monday, October 24, 2016 8:17 AM  
**To:** Guadalupe O. Garza <[ggarza3@ci.laredo.tx.us](mailto:ggarza3@ci.laredo.tx.us)>  
**Cc:** Christina D. Morin <[cmorin@ci.laredo.tx.us](mailto:cmorin@ci.laredo.tx.us)>  
**Subject:** RE: Evaluation Janitorial Supplies Contract FY16-075

Good morning,

All vendors must be scored.

-----Original Message-----

**From:** Guadalupe O. Garza  
**Sent:** Monday, October 24, 2016 7:13 AM  
**To:** Enrique Aldape III  
**Cc:** Christina D. Morin  
**Subject:** RE: Evaluation Janitorial Supplies Contract FY16-075

Attached is the Evaluation for Janitorial Supplies.

Thank you,  
Guadalupe O. Garza  
Downtown SF Center Supervisor  
Parks & Leisure Services  
1212 Matamoros  
(956)523-0225  
[ggarza3@ci.laredo.tx.us](mailto:ggarza3@ci.laredo.tx.us)



**Best Value Criteria Evaluation**

Reputation of Bidder (3 References)

Pricing

Past Relationship with City of Laredo  
other/Govt. Agencies

Section	Weighted %	Executive Office Supply Laredo, TX 78040		Laredo Janitorial Solutions Laredo, TX 78043		Lyschem Corporation Laredo, TX 78040		Patricia Office Supplies Laredo, TX 78041	
		0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
I	0.25	10	2.50	5	1.25	10	2.50	10	2.50
II	0.70	9	6.30	5	3.50	8	5.60	9	6.30
III	0.05	10	0.50	5	0.25	10	0.50	10	0.50
Total Raw Points		9.30		5.00		8.60		9.30	
Total Raw Points x 10		93		50		86		93	
Evaluation Score									

**Best Value Criteria Evaluation**

Reputation of Bidder (3 References)

Pricing

Past Relationship with City of Laredo  
other/Govt. Agencies

Section	Weighted %	Gulf Coast Paper Co. Corpus Christi, TX 78416		Pyramid School Products Lampas, TX 78640		Central Poly Corp Linden, NJ 07036		Materia Paper Co. San Antonio, TX 78219	
		0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
I	0.25	5	1.25	5	1.25	5	1.25	5	1.25
II	0.70	5	3.50	5	3.50	5	3.50	5	3.50
III	0.05	5	0.25	5	0.25	5	0.25	5	0.25
Total Raw Points		5.00		5.00		5.00		5.00	
Total Raw Points x 10		50		50		50		50	
Evaluation Score									

**Best Value Criteria Evaluation**

Reputation of Bidder (3 References)

Pricing

Past Relationship with City of Laredo  
other/Govt. Agencies

Section	Weighted %	Advantage Supply Fort Worth, TX 76147		Interboro Packaging Corp Montgomery, NY 12519		All American Poly Princeton, NJ 08854	
		0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
I	0.25	5	1.25	5	1.25	5	1.25
II	0.70	5	3.50	5	3.50	5	3.50
III	0.05	5	0.25	5	0.25	5	0.25
Total Raw Points		5.00		5.00		5.00	
Total Raw Points x 10		50		50		50	
Evaluation Score							



**Best Value Criteria Evaluation**  
Reputation of Bidder (3 References)

Section	Executive Office Supply Laredo, TX 78040		Laredo Janitorial Solutions Laredo, TX 78043		Lechem Corporation Laredo, TX 78040		Patricia Office Supplies Laredo, TX 78044	
	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
I	10	2.50	8	2.00	9	2.25	9	2.25
II	7	4.90	8	5.60	8	5.60	10	7.00
III	10	0.50	7	0.35	8	0.40	8	0.40
Total Raw Points		7.90	7.95		8.25		9.65	
Total Raw Points x 10		79	79.5		82.5		96.5	
Evaluation Score								

Pricing

Past Relationship with City of Laredo  
other/Govt. Agencies

**Best Value Criteria Evaluation**  
Reputation of Bidder (3 References)

Section	Gulf Coast Paper Co. Corpus Christi, TX 78416		Pyramid School Products Lampas, TX 78640		Central Poly Corp Linden, NJ 07036		Materia Paper Co. San Antonio, TX 78219	
	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
I	8	2.00	8	2.00	8	2.00	8	2.00
II	9	6.30	6	4.20	5	3.50	8	5.60
III	8	0.40	4	0.20	4	0.20	6	0.30
Total Raw Points		8.70	6.40		5.70		7.90	
Total Raw Points x 10		87	64		57		79	
Evaluation Score								

Pricing

Past Relationship with City of Laredo  
other/Govt. Agencies

**Best Value Criteria Evaluation**  
Reputation of Bidder (3 References)

Section	Advantage Supply Fort Worth, TX 76147		Interboro Packaging Corp Montgomery, NY 12539		All American Poly Fregetaway, NJ 08854	
	0-10 Points	Points x Weight	0-10 Points	Points x Weight	0-10 Points	Points x Weight
I	6	1.50	6	1.50	6	1.50
II	5	3.50	5	3.50	5	3.50
III	5	0.25	5	0.25	5	0.25
Total Raw Points		5.25	5.25		5.25	
Total Raw Points x 10		52.5	52.5		52.5	
Evaluation Score						

Pricing

Past Relationship with City of Laredo  
other/Govt. Agencies



				All American Poly Piscataway, NJ 08854			Laredo Janitorial Solutions Laredo, TX 78043		
Section A	Description	QTY		Unit Price	Total	Brand	Unit Price	Total	Brand
Brooms/ Handles/ Dust Pans	Warehouse broom	1		\$ -	\$ -	NO BID	\$ 6.60	\$ 6.60	Zephyr 0256
	Household broom	1		\$ -	\$ -	NO BID	\$ 9.80	\$ 9.80	Zephyr 2801
	Street Broom	1		\$ -	\$ -	NO BID	\$ 6.60	\$ 6.60	Zephyr 0256
	Push Broom 24 in.	1		\$ -	\$ -	NO BID	\$ 12.50	\$ 12.50	Zephyr 9524
	Push Broom 36	1		\$ -	\$ -	NO BID	\$ 22.00	\$ 22.00	Zephyr 5360
	Lobby dust pan - plastic	1		\$ -	\$ -	NO BID	\$ 11.00	\$ 11.00	Continental 9121
	Handle - warehouse broom (wood) metal thread end	1		\$ -	\$ -	NO BID	\$ 4.00	\$ 4.00	Zephyr 0055
	Total				\$ -			\$ 72.50	
Section B	Description	QTY		Unit Price	Total	Brand	Unit Price	Total	Brand
Brushes	Plastic Bowl Brush	1		\$ -	\$ -	NO BID	\$ 2.50	\$ 2.50	Zephyr 0314
	Utility Brush 10"	1		\$ -	\$ -	NO BID	\$ 5.00	\$ 5.00	Zephyr 0315
	Utility Brush 20"	1		\$ -	\$ -	NO BID	\$ 8.00	\$ 8.00	Zephyr 0316
	31 in. Feather Duster	1		\$ -	\$ -	NO BID	\$ 8.50	\$ 8.50	
	Total				\$ -			\$ 24.00	
Section C	Description	CASE	OZ	Unit Price	Total	Brand	Unit Price	Total	Brand
Deodorizers	Time mist metered aerosol for automatic dispensers	1		\$ -	\$ -	NO BID	\$ 44.50	\$ 44.50	AMREP
	Air Freshener - Assorted Scents	1	20	\$ -	\$ -	NO BID	\$ 43.50	\$ 43.50	AMREP
	Total				\$ -			\$ 88.00	
Section D	Description	QTY	UOM	Unit Price	Total	Brand	Unit Price	Total	Brand
Floor Cleaning Products/ Buffer pads	24/7 Floor Finish Hi Gloss (5g1)	1	Gallon	\$ -	\$ -	NO BID	\$ 14.20	\$ 14.20	Prime Source 4508
	Carpet Shampoo State	1	Gallon	\$ -	\$ -	NO BID	\$ 12.25	\$ 12.25	Prime Source 4085
	Carpet Stain Remover	1	Case	\$ -	\$ -	NO BID	\$ 43.00	\$ 43.00	Divery 4086
	Wax Floor Finish State	1	Gallon	\$ -	\$ -	NO BID	\$ 11.40	\$ 11.40	Prime Source 4502
	10" Buffer Pads (for auto scrubbers-recreation centers)	1	Case	\$ -	\$ -	NO BID	\$ 14.00	\$ 14.00	ACS 3210
	Eraser Floor Stripper	1	Gallon	\$ -	\$ -	NO BID	\$ 65.00	\$ 65.00	Ramsey 3211
	Chewing Gum Remover	1	Case	\$ -	\$ -	NO BID	\$ 35.00	\$ 35.00	Ramsey 4571
	20 in. Floor pads 5/case (white, red, natural, black, blue)	1	Case	\$ -	\$ -	NO BID	\$ 18.00	\$ 18.00	Prime Source 4572
	Oil base dust mop treatment Aerosol (12/20 oz)	1	Gallon	\$ -	\$ -	NO BID	\$ 42.00	\$ 42.00	Prime Source 4510
	Flexi-Clean rubber floor cleaner (Rec. Centers)	1	Case	\$ -	\$ -	NO BID	\$ 36.00	\$ 36.00	Ramsey 4511
	Flexi-Sheen rubber floor sealer (Rec. Centers)	1	Case	\$ -	\$ -	NO BID	\$ -	\$ -	
	Nu-Look wood maintainer (Gyms Rec. Centers)	1	Case	\$ -	\$ -	NO BID	\$ -	\$ -	
	Total				\$ -			\$ 290.85	
Section E	Description	QTY	UOM	Unit Price	Total	Brand	Unit Price	Total	Brand
DiSinfectants And Cleaners	Pine Disinfectant	1	Gallon	\$ -	\$ -	NO BID	\$ 4.50	\$ 4.50	Montgomery 0051
	Ajax Cleaner	1	Case	\$ -	\$ -	NO BID	\$ 26.60	\$ 26.60	Colgate/Palmolive 4278
	Bleach	1	Case	\$ -	\$ -	NO BID	\$ 10.00	\$ 10.00	KIK 0205



Glass Cleaner	1	Gallon	\$	-	\$	-	NO BID	\$	15.00	\$	15.00	Montgomery 0206
		Gallon/										
Armor Plate/Armor All	1	Case	\$	-	\$	-	NO BID	\$	75.00	\$	75.00	Stinger 0207
RTU Disinfecting Cleaner	1	Case	\$	-	\$	-	NO BID	\$	40.00	\$	40.00	Amrep 0520
Furniture Polishn Lemon Oil	1	Case	\$	-	\$	-	NO BID	\$	35.00	\$	35.00	Aire Soucer 0181
Urinal Block	1	Dozen	\$	-	\$	-	NO BID	\$	10.00	\$	10.00	Fresh 0182
Urinal Screen with block	1	Dozen	\$	-	\$	-	NO BID	\$	17.50	\$	17.50	Fresh 1991
Lysol Disinfectant Spray 12/20 oz	1	Case	\$	-	\$	-	NO BID	\$	57.00	\$	57.00	Lysol 1922
Cyclone Tile & Grout Cleaner	1	Gallon	\$	-	\$	-	NO BID	\$	45.00	\$	45.00	Diversy 1933
Corral Mild Acid Cleaner	1	Case	\$	-	\$	-	NO BID	\$	45.00	\$	45.00	Diversy 1934
Nature's Solution Enzymetic Cleaner for (Rec. Centers)	1	Case	\$	-	\$	-	NO BID	\$	32.00	\$	32.00	Diversy 1935
Neutral Q Hospital Disinfectant for all floors	1	Case	\$	-	\$	-	NO BID	\$	20.00	\$	20.00	Montgomery 1935
Neutracide 256 Hospital Disinfectant for all floors	1	Case	\$	-	\$	-	NO BID	\$	20.00	\$	20.00	Montgomery 1937
<b>Total</b>					<b>\$</b>	<b>-</b>				<b>\$</b>	<b>452.60</b>	

<b>Section F</b>	<b>Description</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Total</b>	<b>Brand</b>	<b>Unit Price</b>	<b>Total</b>	<b>Brand</b>
Mops/Bucket/Wringer	Cotton Mop 16 oz.	1	\$	-	NO BID	\$	3.50	Zephyr 0016
	Cotton Mop 24 oz.	1	\$	-	NO BID	\$	4.50	Zephyr 0025
	Cotton Mop 32 oz.	1	\$	-	NO BID	\$	4.00	Zephyr 9009
	Rayon Mop 16 oz.	1	\$	-	NO BID	\$	3.00	Zephyr 9402
	Rayon Mop 24 oz.	1	\$	-	NO BID	\$	5.00	Zephyr 0442
	Bucket/Wringer Set Yellow Combo	1		\$	-	\$	50.00	Rubbermaid 0443
	<b>Total</b>			<b>\$</b>	<b>-</b>		<b>\$</b>	<b>70.00</b>

<b>Section G</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total</b>	<b>Brand</b>	<b>Unit Price</b>	<b>Total</b>	<b>Brand</b>
Trash Liners	24 x 24 - 6 Micron Liner	1	Case	\$	18.12	2424H-AAP	\$	17.82	Berry Plastes 0200
	24 x 33 - 6 Micron Liner	1	Case	\$	24.93	2433H-AAP	\$	16.54	Berry Plastes 0004
	30 x 37 - 10 Micron Liner	1	Case	\$	17.46	30375-AAP	\$	12.60	Berry Plastes 5568
	33 x 40 - 16 Micron Liner	1	Case	\$	20.77	3340H-AAP	\$	20.00	Berry Plastes 0024
	43 x 48 - 16 Micron Liner	1	Case	\$	14.47	4348XH-AAP	\$	23.00	Berry Plastes 0007
	43 x 48 - 16 Micron Liner	1	Case	\$	14.47	4348XH-AAP	\$	23.00	Berry Plastes 0798
	38 x 60 - 22 Micron HD Liner	1	Case	\$	17.76	3860XXH-AAP	\$	29.00	Berry Plastes 0795
	38 x 60 - 17 Micron XHD Liner	1	Case	\$	15.99	3860XH-AAP	\$	24.00	Berry Plastes 0796
	36 x 63 Clear - 4 Mil Liner	1	Case	\$	25.68	3863SH-AAP	\$	44.00	Berry Plastes 0797
	43 x 47 H-HVY White Trash Bag	1	Case	\$	17.01	4347XXH-AAP	\$	18.00	Berry Plastes 0798
	33 x 39 H-HVY White Trash Bag	1	Case	\$	15.23	3339XXH-AAP	\$	15.00	Berry Plastes 0691
	Napco NR 386022K 22 Micron Black Lines 150/cs	1	Case	\$	17.99	3860XXH-AAP	\$	24.00	Berry Plastes 0692
	<b>Total</b>				<b>\$</b>	<b>219.88</b>		<b>\$</b>	<b>266.96</b>

<b>Section H</b>	<b>Description</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Total</b>	<b>Brand</b>	<b>Unit Price</b>	<b>Total</b>	<b>Brand</b>
Towels And Toilet Tissue	Brown MF Towels 4000/case	1	\$	-	NO BID	\$	17.53	Roses MF4000B
	White MF Towels 2400/case	1	\$	-	NO BID	\$	22.00	Roses MF4000W
	Brown Roll Towels 12 roll/350/case	1	\$	-	NO BID	\$	22.00	Roses CF2400W
	Brown Roll Towels 12 roll/350/case	1	\$	-	NO BID	\$	19.00	PrimeSource RK350B
	White Roll Towels 12 roll/350/case	1	\$	-	NO BID	\$	23.00	PrimeSource RK350W
	CP-1420 Center Pull Towels 6 roll/660/2ply/case	1	\$	-	NO BID	\$	21.00	PrimeSource CP1420



Bid Tabulation  
FY16-075 Janitorial Supplies  
September 28, 2016 @ 3:00 P.M.

2 PLY 96 Roll Toilet Tissue 500 sheet/roll	1	\$	-	\$	-	NO BID	\$	29.00	\$	29.00	TEX Tissue 77500
Facial Quality 2 Ply, 96 Roll Toilet tissue	1	\$	-	\$	-	NO BID	\$	34.00	\$	34.00	Roses BT500
9" Jumbo Toilet Tissue 2 Ply 12 roll/case	1	\$	-	\$	-	NO BID	\$	21.00	\$	21.00	Tex Tissue 0001
12" Jumbo Toilet Tissue 2 Ply 6 roll/case	1	\$	-	\$	-	NO BID	\$	24.00	\$	24.00	Tex Tissue 0002
<b>Total</b>				<u>\$</u>	<u>-</u>				<u>\$</u>	<u>232.53</u>	



Texchem Corporation Laredo, TX 78040		
Unit Price	Total	Brand
\$ 8.27	\$ 8.27	Wilco/E502028
\$ 7.76	\$ 7.76	Wilco/E502024
\$ 12.17	\$ 12.17	Magnolia/1516
\$ 15.97	\$ 15.97	Carlisle/3621912400
\$ 19.32	\$ 19.32	HBURG/N27011
\$ 7.99	\$ 7.99	Contiental 912
\$ 3.47	\$ 3.47	Hillyard/22605
	<b>\$ 74.95</b>	

Gulf Coast Paper Co. Corpus Christi, TX 78416		
Unit Price	Total	Brand
\$ 6.35	\$ 6.35	Continental/CWH28
\$ 5.71	\$ 5.71	Malish/CMAID
\$ 8.09	\$ 8.09	Continental/16BSR
\$ 10.73	\$ 10.73	Malish/24424
\$ 18.53	\$ 18.53	Malish/13336
\$ 9.33	\$ 9.33	Continental/119
\$ 4.30	\$ 4.30	Boardwalk/136
	<b>\$ 63.04</b>	

Unit Price	Total
\$ 5.00	\$ 5.00
\$ 4.60	\$ 4.60
\$ 7.05	\$ 7.05
\$ 7.90	\$ 7.90
\$ -	\$ -
\$ 7.90	\$ 7.90
\$ 2.79	\$ 2.79
	<b>\$ 35.24</b>

Unit Price	Total	Brand
\$ 2.84	\$ 2.84	RUB 6310WH
\$ 4.27	\$ 4.27	Carlisle 3619200
\$ 5.94	\$ 5.94	Carlisle 3662000
\$ 12.97	\$ 12.97	Hillyard 20040
	<b>\$ 26.02</b>	

Unit Price	Total	Brand
\$ 1.67	\$ 1.67	RubberMaid/6310
\$ 2.53	\$ 2.53	Malish/4391
\$ 3.73	\$ 3.73	malish/4393
\$ 6.14	\$ 6.14	Lambuskin Specialties/5263
	<b>\$ 14.07</b>	

Unit Price	Total
\$ 2.34	\$ 2.34
\$ 2.89	\$ 2.89
\$ 4.69	\$ 4.69
\$ 5.88	\$ 5.88
	<b>\$ 15.80</b>

Unit Price	Total	Brand
\$ 37.80	\$ 37.80	Hillyard 0116355
\$ 39.78	\$ 39.78	Hillyard 0108755
	<b>\$ 77.58</b>	

Unit Price	Total	Brand
\$ 38.67	\$ 38.67	
\$ 38.67	\$ 38.67	
	<b>\$ 77.34</b>	

Unit Price	Total
\$ 32.65	\$ 32.65
\$ 36.10	\$ 36.10
	<b>\$ 68.75</b>

Unit Price	Total	Brand
\$ 13.67	\$ 13.67	Hillyard/00522
\$ 14.88	\$ 14.88	Hillyard/00902
\$ 55.97	\$ 55.97	Hillyard/0091004
\$ 13.47	\$ 13.47	Hillyard/00524

Unit Price	Total	Brand
\$ 13.87	\$ 13.87	Spartan - 1SHINE5
\$ 8.58	\$ 8.58	Spartan - Plus51
\$ 42.31	\$ 42.31	Spartan - Carpstrmv
\$ 10.98	\$ 10.98	Spartan/Sunnyside 1

Unit Price	Total
\$ 16.58	\$ 16.58
\$ 12.92	\$ 12.92
\$ 28.90	\$ 28.90
\$ 14.85	\$ 14.85

\$ 6.75	\$ 6.75	Hillyard/42210
\$ 8.27	\$ 8.27	Hillyard/0015006
\$ 29.49	\$ 29.49	Hillyard/0103055

\$ 10.74	\$ 10.74	Americo- 400310
\$ 10.76	\$ 10.76	Spartan/ShineeP1
\$ 38.10	\$ 38.10	Diversy/JGUMR

\$ -	\$ -
\$ 9.92	\$ 9.92
\$ 34.95	\$ 34.95

\$ 19.87	\$ 19.87	Hillyard/42220
----------	----------	----------------

\$ 13.92	\$ 13.92	Americo - Various
----------	----------	-------------------

\$ 13.79	\$ 13.79
----------	----------

\$ 39.25	\$ 39.25	Hillyard/0113555
----------	----------	------------------

\$ 16.50	\$ 16.50	Tidalwave/7001
----------	----------	----------------

\$ 41.04	\$ 41.04
----------	----------

\$ 39.90	\$ 39.90	Hillyard/000706
----------	----------	-----------------

\$ 43.62	\$ 43.62	Tidalwave/SuperBlue 2
----------	----------	-----------------------

\$ 12.48	\$ 12.48
----------	----------

\$ 69.97	\$ 69.97	Hillyard/0034006
----------	----------	------------------

\$ 96.06	\$ 96.06	Tidlewave/EWSynthetic FP2
----------	----------	---------------------------

\$ 61.17	\$ 61.17
----------	----------

\$ 46.68	\$ 46.68	Hillyard/0045606
	<b>\$ 358.17</b>	

\$ 7.19	\$ 7.19	Spartan/Aqua1
	<b>\$ 312.63</b>	

\$ 30.48	\$ 30.48
	<b>\$ 277.08</b>

Unit Price	Total	Brand
\$ 17.17	\$ 17.17	Hillyard/0018506
\$ 31.36	\$ 31.36	Hillyard/0010604
\$ 11.50	\$ 11.50	PurBrite/Kimbleach6

Unit Price	Total	Brand
\$ 4.39	\$ 4.39	MIC - Pinearoma
\$ 26.25	\$ 26.25	Colgate BLJAX
\$ 10.73	\$ 10.73	KIK 6BLCH

Unit Price	Total
\$ 6.68	\$ 6.68
\$ 25.90	\$ 25.90
\$ 10.79	\$ 10.79



Bid Tabulation  
FY16-075 Janitorial Supplies  
September 28, 2016 @ 3:00 P.M.

\$ 4.50	\$ 4.50	Hillyard/0080206	\$ 2.49	\$ 2.49	MIC - MGCI	\$ 3.34	\$ 3.34
\$ -	\$ -	NO BID	\$ 95.37	\$ 95.37	Spartan - Shineplus	\$ -	\$ -
\$ 43.57	\$ 43.57	Hillyard/0101904	\$ 24.91	\$ 24.91	Spartan - HEP	\$ 24.87	\$ 24.87
\$ 46.38	\$ 46.38	Hillyard/0108254	\$ 37.18	\$ 37.18	JAN - 96406	\$ 34.75	\$ 34.75
\$ 7.02	\$ 7.02	Hillyard/15036	\$ 6.07	\$ 6.07	Fresh - Urinablock	\$ 7.44	\$ 7.44
\$ 18.46	\$ 18.46	Hillyard/15037	\$ 19.68	\$ 19.68	Fresh - Urinalsen	\$ 16.67	\$ 16.67
\$ 51.80	\$ 51.80	Hillyard/0105554	\$ 77.78	\$ 77.78	Spartan - SSQ	\$ 54.88	\$ 54.88
\$ 10.91	\$ 10.91	Hillyard/0047506	\$ 8.33	\$ 8.33	Spartan - RJ81	\$ 16.25	\$ 16.25
\$ 25.80	\$ 25.80	Hillyard/0010304	\$ 21.25	\$ 21.25	Spartan - Sparkling	\$ 29.25	\$ 29.25
\$ 47.51	\$ 47.51	HIL0047006 Liquid Enzyme II	\$ 36.23	\$ 36.23	Spartan - CON 1	\$ 29.56	\$ 29.56
\$ 51.12	\$ 51.12	HIL0101104	\$ 29.84	\$ 29.84	Spartan - DMQ1	\$ 46.80	\$ 46.80
\$ 49.77	\$ 49.77	HIL0017906	\$ 46.75	\$ 46.75	Spartan - HDQ1	\$ 84.90	\$ 84.90
	<b>\$ 416.87</b>			<b>\$ 447.25</b>			<b>\$ 392.08</b>

Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
\$ 3.75	\$ 3.75	Hillyard/24083	\$ 2.59	\$ 2.59	Continental/16CCL	\$ 1.80	\$ 1.80
\$ 3.95	\$ 3.95	Hillyard/24084	\$ 3.76	\$ 3.76	Continental/24CCL	\$ 2.65	\$ 2.65
\$ 4.97	\$ 4.97	Hillyard/24086	\$ 5.03	\$ 5.03	Continental/32CCL	\$ 3.45	\$ 3.45
\$ 4.75	\$ 4.75	Hillyard/24241	\$ 3.67	\$ 3.67	Continental/16RCL	\$ 2.25	\$ 2.25
\$ 5.75	\$ 5.75	Hillyard/24573	\$ 5.51	\$ 5.51	Continental/24RCL	\$ 3.60	\$ 3.60
\$ 48.97	\$ 48.97	CON 226312YW	\$ 46.25	\$ 46.25	Continental/C35QTC	\$ 4.22	\$ 4.22
	<b>\$ 72.14</b>			<b>\$ 66.81</b>			<b>\$ 17.97</b>

Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
\$ 15.00	\$ 15.00	Hillyard/LHVA24246N	\$ 12.44	\$ 12.44	Berry/24246	\$ 11.20	\$ 11.20
\$ 20.13	\$ 20.13	Hillyard/LHVA24336N	\$ 17.13	\$ 17.13	Berry/24336	\$ 14.98	\$ 14.98
\$ 18.34	\$ 18.34	Hillyard/LHVA303710N	\$ 18.57	\$ 18.57	Berry/303710	\$ 14.98	\$ 14.98
\$ 19.49	\$ 19.49	Hillyard/LHVA334016N	\$ 17.53	\$ 17.53	Berry/334016	\$ 15.30	\$ 15.30
\$ 23.98	\$ 23.98	Hillyard/LHVA434816N	\$ 21.95	\$ 21.95	Berry/434816	\$ 20.90	\$ 20.90
\$ 23.98	\$ 23.98	Hillyard/LHVA434816N	\$ 21.95	\$ 21.95	Berry/434816	\$ 20.90	\$ 20.90
\$ 28.50	\$ 28.50	Hillyard/LHVA386022N	\$ 25.32	\$ 25.32	Berry/T386022C	\$ 21.40	\$ 21.40
\$ 28.15	\$ 28.15	Hillyard/LHVA386017N	\$ 24.29	\$ 24.29	Berry/386016	\$ 21.90	\$ 21.90
\$ -	\$ -		\$ 27.23	\$ 27.23	Berry/63CL	\$ 46.95	\$ 46.95
\$ 19.79	\$ 19.79	Hillyard/LXVA234820W	\$ 17.22	\$ 17.22	Berry/434755	\$ 13.10	\$ 13.10
\$ 19.89	\$ 19.89	Hillyard/LXVA334016W	\$ 13.14	\$ 13.14	Berry/39WR	\$ 11.60	\$ 11.60
\$ 29.46	\$ 29.46	Hillyard/LHVA386022K	\$ 25.32	\$ 25.32	Berry/T386022C	\$ 22.30	\$ 22.30
	<b>\$ 246.71</b>			<b>\$ 242.09</b>			<b>\$ 235.51</b>

Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
\$ 22.37	\$ 22.37	Von Drehle/VDC548K	\$ 15.49	\$ 15.49	NPS/N21500	\$ 18.00	\$ 18.00
\$ 26.57	\$ 26.57	Von Drehle/VDC548W	\$ 18.50	\$ 18.50	NPS/M21250	\$ 19.50	\$ 19.50
\$ 29.37	\$ 29.37	Hillyard/PAP22014	\$ 19.40	\$ 19.40	GeorgiaPacific/GP20204	\$ 22.85	\$ 22.85
\$ 24.65	\$ 24.65	Hillyard/PAP2208	\$ 18.14	\$ 18.14	NPS/N30310	\$ 18.98	\$ 18.98
\$ 47.18	\$ 47.18	Von Drehle/VDC863B	\$ 23.04	\$ 23.04	NPS/M30100	\$ 33.25	\$ 33.25
\$ 33.67	\$ 33.67	Hillyard/PAP10115	\$ 23.10	\$ 23.10	Merfin/M725	\$ 25.75	\$ 25.75



Bid Tabulation  
FY16-075 Janitorial Supplies  
September 28, 2016 @ 3:00 P.M.

\$	41.18	\$	41.18	Von Drehle/VDCRT500	\$	32.98	\$	32.98	NPS/N12325	\$	33.60	\$	33.60	
\$	47.68	\$	47.68	Von Drehle/VDC5022	\$	20.48	\$	20.48	SCA/TF6710A	\$	20.00	\$	20.00	
\$	30.35	\$	30.35	Von Drehle/VDC1209	\$	17.95	\$	17.95	NPS/N19630	\$	22.70	\$	22.70	
\$	40.27	\$	40.27	Von Drehle/VDC1145	\$	29.52	\$	29.52	SCA/TJ122A	\$	30.26	\$	30.26	
		\$	<b>343.29</b>				\$	<b>218.60</b>			\$	<b>244.89</b>		



**Matera Paper Co.**  
San Antonio, TX 78219

**Brand**  
AB-34Broom  
DD-MatF11601M  
CR-36219416  
LW-20245L  
NO BID  
CN-912BK

AB-01123 60"

**Brand**  
CR361015  
CR-3650514  
CR-36505  
LSD27DEC

**Brand**  
HOSPEZD  
Spartan

**Brand**  
NCL 24/7  
PB-57472  
BT-42512  
BT-66005

NO BID  
BT-15405  
QU-228

MP-Select 20"

QU-225 Quest

NL-261029

NL-261229

SP-58284

**Brand**  
AR-9688  
B2-14278  
B2-KIKBleach 6

**Central Poly Corp.**  
Linden, NJ 07036

**Unit Price**      **Total**      **Brand**  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID

\$ -      \$ -      NO BID  
\$ -

**Unit Price**      **Total**      **Brand**  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -

**Unit Price**      **Total**      **Brand**  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -

**Unit Price**      **Total**      **Brand**  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID

\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID

\$ -      \$ -      NO BID

\$ -      \$ -      NO BID

\$ -      \$ -      NO BID

\$ -      \$ -      NO BID

\$ -      \$ -      NO BID  
\$ -

**Unit Price**      **Total**      **Brand**  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID  
\$ -      \$ -      NO BID

**Executive Office Supply**  
Laredo, TX 78040

**Unit Price**      **Total**      **Brand**  
\$ 7.79      \$ 7.79      GJ012001EA  
\$ 8.29      \$ 8.29      GJ058561  
\$ 14.40      \$ 14.40      BWK73160/BWK136  
\$ 14.40      \$ 14.40      BWK20224/BWK136  
\$ 25.30      \$ 25.30      BWK20236/BWK136  
\$ 1.70      \$ 1.70      GJ002406

\$ 3.40      \$ 3.40      GJ060468  
\$ 75.28

**Unit Price**      **Total**      **Brand**  
\$ 5.09      \$ 5.09      RCP632000BRN  
\$ 4.19      \$ 4.19      RCP9B29 - 8"  
\$ 6.13      \$ 6.13      RCP9B32 - 20"  
\$ 6.80      \$ 6.80      GJ090118  
\$ 22.21

**Unit Price**      **Total**      **Brand**  
\$ 47.98      \$ 47.98      332508TMCAT  
\$ 11.97      \$ 11.97      RAC77002  
\$ 59.95

**Unit Price**      **Total**      **Brand**  
\$ 83.20      \$ 83.20      FKL330125  
\$ 50.39      \$ 50.39      FKL538022CT  
\$ 52.56      \$ 52.56      DV0994350EA  
\$ 54.77      \$ 54.77      BWK3404F

\$ 40.95      \$ 40.95      BWK4013RED  
\$ 8.85      \$ 8.85      BWK3404STEA  
\$ 39.36      \$ 39.36      BWK353ACT

\$ 13.23      \$ 13.23      GJ090220

\$ 46.17      \$ 46.17      BWK352ACT

\$ 33.19      \$ 33.19      AMRR8004ACT

\$ 52.13      \$ 52.13      BWK3404SL

\$ 40.24      \$ 40.24      ZPPEZUHLF128  
\$ 515.04

**Unit Price**      **Total**      **Brand**  
\$ 29.35      \$ 29.35      CL035419CT  
\$ 25.70      \$ 25.70      CPC14278CT  
\$ 14.90      \$ 14.90      CLO30966CT

**Pyramid School**  
Tampa, FL

**Unit Price**      **Total**  
\$ 5.89      \$ 5.89  
\$ 3.95      \$ 3.95  
\$ 6.29      \$ 6.29  
\$ 7.25      \$ 7.25  
\$ 11.98      \$ 11.98  
\$ 6.59      \$ 6.59

\$ 1.99      \$ 1.99  
\$ 43.94

**Unit Price**      **Total**  
\$ 0.99      \$ 0.99  
\$ 3.19      \$ 3.19  
\$ 3.99      \$ 3.99  
\$ 6.98      \$ 6.98  
\$ 15.15

**Unit Price**      **Total**  
\$ 27.99      \$ 27.99  
\$ 26.99      \$ 26.99  
\$ 54.98

**Unit Price**      **Total**  
\$ -      \$ -  
\$ -      \$ -  
\$ -      \$ -  
\$ -      \$ -

\$ 5.99      \$ 5.99  
\$ -      \$ -  
\$ 23.98      \$ 23.98

\$ 11.79      \$ 11.79

\$ 28.98      \$ 28.98

\$ -      \$ -

\$ -      \$ -

\$ -      \$ -  
\$ 70.74

**Unit Price**      **Total**  
\$ -      \$ -  
\$ 28.99      \$ 28.99  
\$ -      \$ -



MP-MA022314AB	\$	-	\$	-	NO BID	\$	3.09	\$	3.09	GJ002102EA	\$	-	\$	-
NO BID	\$	-	\$	-	NO BID	\$	45.68	\$	45.68	ARM10228CT	\$	-	\$	-
BT31112	\$	-	\$	-	NO BID	\$	95.60	\$	95.60	RAC74983CT	\$	-	\$	-
SP-6120	\$	-	\$	-	NO BID	\$	29.00	\$	29.00	GJ010351CT	\$	29.98	\$	29.98
HS-06411	\$	-	\$	-	NO BID	\$	9.39	\$	9.39	GJ058333	\$	5.99	\$	5.99
HS-01901	\$	-	\$	-	NO BID	\$	11.98	\$	11.98	GJ058335	\$	10.99	\$	10.99
CL38504	\$	-	\$	-	NO BID	\$	76.45	\$	76.45	RAC04650CT	\$	73.98	\$	73.98
NCL NL-251629	\$	-	\$	-	NO BID	\$	72.03	\$	72.03	DM0100871685	\$	-	\$	-
BETCO Stix BT76120	\$	-	\$	-	NO BID	\$	26.85	\$	26.85	AMRR92512CT	\$	-	\$	-
SP-3197	\$	-	\$	-	NO BID	\$	-	\$	-		\$	-	\$	-
SP12024	\$	-	\$	-	NO BID	\$	69.95	\$	69.95	NCL0248-29	\$	-	\$	-
BT-32504	\$	-	\$	-	NO BID	\$	109.90	\$	109.90	NCL0275-29	\$	-	\$	-
			<u>\$</u>	<u>-</u>				<u>\$</u>	<u>619.87</u>			<u>\$</u>	<u>149.93</u>	

Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
ABCO AB-CM20016	\$ -	\$ -	NO BID	\$ 2.97	\$ 2.97	GJ048253	\$ 1.98	\$ 1.98
ABCO AB-CM20024	\$ -	\$ -	NO BID	\$ 3.85	\$ 3.85	GJ048254	\$ 2.89	\$ 2.89
ABCO AB-CM20032	\$ -	\$ -	NO BID	\$ 4.97	\$ 4.97	BWK2032CEA	\$ 3.39	\$ 3.39
ABCO OD-2116F	\$ -	\$ -	NO BID	\$ 3.85	\$ 3.85	GJ048256	\$ 2.74	\$ 2.74
ABCO OD-2124F	\$ -	\$ -	NO BID	\$ 4.93	\$ 4.93	GJ048257	\$ 3.99	\$ 3.99
GD-2132F	\$ -	\$ -	NO BID	\$ 40.55	\$ 40.55	GJ060466	\$ 39.95	\$ 39.95
	<u>\$</u>	<u>-</u>		<u>\$</u>	<u>61.12</u>		<u>\$</u>	<u>54.94</u>

Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
MPC MPH242406N	\$ 11.80	\$ 11.80	CP242406	\$ 12.65	\$ 12.65	GJ070010	\$ -	NA
MPC MPH243306N	\$ 13.20	\$ 13.20	CP243306	\$ 17.22	\$ 17.22	GJ070011	\$ -	NA
MPC MPSV3037N10	\$ 15.90	\$ 15.90	CP303710	\$ 27.59	\$ 27.59	BWK334016	\$ -	NA
MPC MP-SV3340N16	\$ 16.80	\$ 16.80	CP334016	\$ 28.84	\$ 28.84	GJ001757	\$ -	NA
MPC SB-C434816N	\$ 19.20	\$ 19.20	CP434816	\$ 26.10	\$ 26.10	GJ001760	\$ -	NA
MPC SB-C434816N	\$ 19.20	\$ 19.20	CP434816	\$ 26.10	\$ 26.10	GJ001760	\$ -	NA
Interpas 1p-S386022N	\$ 20.40	\$ 20.40	CP386022	\$ 22.70	\$ 22.70	IBSVAL3860N6	\$ -	NA
Interpas 1p-S386017N	\$ 22.10	\$ 22.10	CP386017	\$ 66.70	\$ 66.70	JAGD38634CL	\$ -	NA
Houston Poly	\$ 26.80	\$ 26.80	CP3663N4	\$ 17.60	\$ 17.60	BWK4347EXH	\$ -	NA
Interpas 1p-5L4347XHW	\$ 14.80	\$ 14.80	CP4347HW	\$ 25.22	\$ 25.22	RNW4050	\$ -	NA
Interpas 1p-5L3339XHW	\$ 15.10	\$ 15.10	CP3339HW	\$ 21.27	\$ 21.27	JAGW3339X	\$ -	NA
Interpas 1p-5386022K	\$ 14.90	\$ 14.90	CP386CK22	\$ 25.60	\$ 25.60	JAGL3858H	\$ -	NA
	<u>\$</u>	<u>210.20</u>		<u>\$</u>	<u>317.59</u>		<u>\$</u>	<u>-</u>

Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
Baywest BW1480	\$ 16.90	\$ 16.90	P200N	\$ 15.22	\$ 15.22	GJ021040	\$ -	NA
Solaris S1-43513	\$ 17.00	\$ 17.00	P200B	\$ 15.90	\$ 15.90	GJ021100	\$ -	NA
Baywest BW495	\$ 17.25	\$ 17.25	P100B	\$ 14.63	\$ 14.63	GJ021120	\$ -	NA
Baywest BW462	\$ 17.45	\$ 17.45	P720N	\$ 16.05	\$ 16.05	GJ022200	\$ -	NA
Baywaest BW46500	\$ 18.66	\$ 18.66	P700B	\$ 19.34	\$ 19.34	GJ022300	\$ -	NA
Baywaest BW06002	\$ 29.99	\$ 29.99	CP600	\$ 16.86	\$ 16.86	GJ023600	\$ -	NA



Bid Tabulation  
FY16-075 Janitorial Supplies  
September 28, 2016 @ 3:00 P.M.

MPC MPC42375	\$	44.66	\$	44.66	B50096	\$	30.23	\$	30.23	GJ02550096	\$	-	NA
Solaris Livi S1-11513	\$	44.66	\$	44.66	B50096	\$	31.44	\$	31.44	ZPZBATH166168	\$	-	NA
MPC MPC1000	\$	29.88	\$	29.88	A700	\$	21.80	\$	21.80	GJ02510012	\$	-	NA
Baywest BW-20020	\$	29.99	\$	29.99	A730	\$	28.80	\$	28.80	GJ03520006	\$	-	NA
			<u>\$</u>	<u>266.44</u>				<u>\$</u>	<u>210.27</u>			<u>\$</u>	<u>-</u>



Products 33610			Patria Office / Janitorial Supplies Laredo, TX 78041			Interboro Packaging Corp. Montgomery, NY 12549			Advantage Supply Fort Worth, TX 76147		
Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
ABCO BR28SE	\$ 5.40	\$ 5.40	1650 Warehouse Broom	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO 00311NB	\$ 5.35	\$ 5.35	1851 Household Broom	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO BH13001	\$ 8.17	\$ 8.17	BWK71160 Street Broom	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO BH11008	\$ 11.60	\$ 11.60	BWK 20224 24"	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO BH11009	\$ 22.55	\$ 22.55	BWK 20236 36"	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
Rubbermaid FG2531	\$ 20.98	\$ 20.98	RCP 2531	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO 01104	\$ 3.95	\$ 3.95	BWK136	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
		<u>\$ 78.00</u>			<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>
Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
ABCO 00017	\$ 2.49	\$ 2.49	Rubbermaid 6310	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO BK23002	\$ 3.20	\$ 3.20	BWK Brush 4208	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO 00004	\$ 5.16	\$ 5.16	BWK Brush 4220	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ABCO D31SEC	\$ 12.54	\$ 12.54	BWK 31FD	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
		<u>\$ 23.39</u>			<u>\$ -</u>			<u>\$ -</u>			<u>\$ -</u>
Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
Hoopeco 07908	\$ 46.48	\$ 46.48	Time Mist	\$ -	\$ -	NO BID	\$ 42.77	\$ 42.77	BWK902	\$ 42.77	\$ 42.77
Chase 4113	\$ 25.03	\$ 25.03	DV0994782CT Glade	\$ -	\$ -	NO BID	\$ 24.63	\$ 24.63	DVO994782CT	\$ 24.63	\$ 24.63
		<u>\$ 71.51</u>			<u>\$ -</u>			<u>\$ 67.40</u>			<u>\$ 67.40</u>
Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
NO BID	\$ 17.20	\$ 17.20	National Chen 0593PL	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
NO BID	\$ 13.02	\$ 13.02	FKLF538022CT	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
NO BID	\$ 56.84	\$ 56.84	DVO994350	\$ -	\$ -	NO BID	\$ 80.34	\$ 80.34	RAC97402CT	\$ 80.34	\$ 80.34
NO BID	\$ 14.17	\$ 14.17	BWK 3404F	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
ACS 51-10	\$ 8.25	\$ 8.25	PAD 4012	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
NO BID	\$ 13.89	\$ 13.89	Barebones Stripper	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
Chase 433-4107	\$ 40.50	\$ 40.50	BWK353ACT	\$ -	\$ -	NO BID	\$ 37.19	\$ 37.19	BWK353ACT	\$ 37.19	\$ 37.19
ACS 20" Color	\$ 17.97	\$ 17.97	4020 Pads	\$ -	\$ -	NO BID	\$ 34.30	\$ 34.30	3M MMM008395	\$ 34.30	\$ 34.30
Chase 438-5152	\$ 58.98	\$ 58.98	AMRA81020	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
NO BID	\$ 50.44	\$ 50.44	Flexi-Clean 261029	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
NO BID	\$ 60.40	\$ 60.40	Flexi-Sheen 2612-29	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
NO BID	\$ 35.52	\$ 35.52	Nu Look 093929	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
		<u>\$ 387.18</u>			<u>\$ -</u>			<u>\$ 151.83</u>			<u>\$ 151.83</u>
Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total
NO BID	\$ 5.10	\$ 5.10	Pine Cleaner 2949	\$ -	\$ -	NO BID	\$ -	\$ -	NO BID	\$ -	\$ -
BABO P752088	\$ 24.97	\$ 24.97	Ajax 14278	\$ -	\$ -	NO BID	\$ 24.07	\$ 24.07	CPC14278CT	\$ 24.07	\$ 24.07
NO BID	\$ 10.30	\$ 10.30	1667 Bleach	\$ -	\$ -	NO BID	\$ 11.59	\$ 11.59	KIKBleach6	\$ 11.59	\$ 11.59



Bid Tabulation  
FY16-075 Janitorial Supplies  
September 28, 2016 @ 3:00 P.M.

NO BID	\$	3.85	\$	3.85	21021 Glass Cleaner	\$	-	\$	-	NO BID	\$	-	\$	-	NO BID
NO BID	\$	47.25	\$	47.25	ARM10228CT	\$	-	\$	-	NO BID	\$	74.30	\$	74.30	ARM10228CT
NO BID	\$	29.85	\$	29.85	DVO100924637	\$	-	\$	-	NO BID	\$	28.54	\$	28.54	DVO5516217
Chase 433-4109	\$	39.95	\$	39.95	Boardwalk 346-A	\$	-	\$	-	NO BID	\$	41.55	\$	41.55	BWK346ACT
Fresh 4PBPS-PKG	\$	7.72	\$	7.72	FRS12T0SSCH	\$	-	\$	-	NO BID	\$	-	\$	-	NO BID
Continental 165-4	\$	15.90	\$	15.90	NUS	\$	-	\$	-	NO BID	\$	13.76	\$	-	BWKNUS
Lysol REC04650	\$	72.98	\$	72.98	Lysol 04650	\$	-	\$	-	NO BID	\$	83.87	\$	-	RAC74828CT
NO BID	\$	16.02	\$	16.02	Cyclone 251629	\$	-	\$	-	NO BID	\$	-	\$	-	NO BID
NO BID	\$	38.40	\$	38.40	Corral 1740	\$	-	\$	-	NO BID	\$	-	\$	-	NO BID
NO BID	\$	37.97	\$	37.97	Nature's Solution	\$	-	\$	-	NO BID	\$	-	\$	-	NO BID
NO BID	\$	39.81	\$	39.81	Neutral Q	\$	-	\$	-	NO BID	\$	-	\$	-	NO BID
NO BID	\$	74.45	\$	74.45	Neutra-Cide 256 027529	\$	-	\$	-	NO BID	\$	50.82	\$	50.82	VIREX II
			\$	<b>464.52</b>				\$	-				\$	<b>230.87</b>	

Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand
ABCO CM2016	\$ 2.78	\$ 2.78	2016 C Boardwalk	\$ -	NA	NO BID	\$ -	\$ -	NO BID
ABCO CM2024	\$ 3.98	\$ 3.98	2024 C Boardwalk	\$ -	NA	NO BID	\$ -	\$ -	NO BID
ABCO CM2032	\$ 5.14	\$ 5.14	2032 C Boardwalk	\$ -	NA	NO BID	\$ -	\$ -	NO BID
ABCO RM3316	\$ 3.62	\$ 3.62	2016 R Boardwalk	\$ -	NA	NO BID	\$ -	\$ -	NO BID
ABCO RM3324	\$ 4.72	\$ 4.72	2024 R Boardwalk	\$ -	NA	NO BID	\$ -	\$ -	NO BID
Impact 77/2636-34	\$ 55.95	\$ 55.95	1683 Bucket/Combo	\$ -	NA	NO BID		\$ -	
		\$ <b>76.19</b>			\$ -			\$ -	

Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand
NO BID	\$ 12.50	\$ 12.50	H24246N	\$ 10.98	\$ 10.98	INT-2424-L	\$ 23.86	\$ 23.86	1BSEC242406K
NO BID	\$ 17.90	\$ 17.90	H24336N	\$ 14.82	\$ 14.82	INT-2433-L	\$ 28.05	\$ 28.05	1BSEC243306K
NO BID	\$ 19.98	\$ 19.98	H303710N	\$ 18.48	\$ 18.48	INT-3037-Med	\$ 37.12	\$ 37.12	JAGH303710
NO BID	\$ 19.70	\$ 19.70	H334016N	\$ 14.68	\$ 14.68	INT-3340-Hvy	\$ 24.55	\$ 24.55	HERZ6640VNR01
NO BID	\$ 22.47	\$ 22.47	H434816N	\$ 21.68	\$ 21.68	INT-4348-X-Hvy	\$ 40.36	\$ 40.36	JAGH4348S
NO BID	\$ 22.47	\$ 22.47	H434816N	\$ 21.70	\$ 21.70	INT-4348-X-Hvy	\$ 40.36	\$ 40.36	JAGH4348S
NO BID	\$ 27.90	\$ 27.90	H386022N	\$ 24.72	\$ 24.72	INT-3860-Super Ex-Hvy	\$ 57.48	\$ 57.48	ESXBRSX62B
NO BID	\$ 23.10	\$ 23.10	H386014N	\$ 25.34	\$ 25.34	INT-3860-XH	\$ 30.69	\$ 30.69	1BSS366017K
NO BID	\$ 37.50	\$ 37.50	4353	\$ 25.82	\$ 25.82	INT-3863-Super Tuff	\$ 41.29	\$ 41.29	HERK7663WC
NO BID	\$ 18.35	\$ 18.35	2475	\$ 14.68	\$ 14.68	INT-4347-X-Hvy	\$ 17.34	\$ 17.34	BWK4347EXH
NO BID	\$ 17.30	\$ 17.30	2467	\$ 9.48	\$ 9.48	INT 3339-X-Hvy	\$ 17.24	\$ 17.24	BWK3339EXH
NO BID	\$ 27.90	\$ 27.90	H386022K	\$ 22.70	\$ 22.70	INT-3860-Super Ex-Hvy	\$ -	\$ -	NO BID
		\$ <b>267.07</b>			\$ <b>225.08</b>			\$ <b>358.34</b>	

Brand	Unit Price	Total	Brand	Unit Price	Total	Brand	Unit Price	Total	Brand
NO BID	\$ 16.70	\$ 16.70	South Florida MTK-250	\$ -	\$ -	NO BID	\$ 20.10	\$ 20.10	Genmultifold kR
NO BID	\$ 18.10	\$ 18.10	South Florida MT 250	\$ -	\$ -	NO BID	\$ 20.10	\$ 20.10	Genmultifold WH
NO BID	\$ 19.31	\$ 19.31	GEN-1510	\$ -	\$ -	NO BID	\$ 21.46	\$ 21.46	BWK6220
NO BID	\$ 18.96	\$ 18.96	South Florida TK8000	\$ -	\$ -	NO BID	\$ 17.10	\$ 17.10	Morr 12350
NO BID	\$ 24.48	\$ 18.96	2798 Cascade Paper	\$ -	\$ -	NO BID	\$ 26.82	\$ 26.82	BWK6250
NO BID	\$ 19.68	\$ 24.48	South Florida CP625002	\$ -	\$ -	NO BID	\$ 25.22	\$ 25.22	BWK6400



Bid Tabulation  
FY16-075 Janitorial Supplies  
September 28, 2016 @ 3:00 P.M.

NO BID	\$	25.98	\$	19.68	South Florida BT500	\$	-	\$	-	NO BID	\$	34.39	\$	34.39	APM276 Green
NO BID	\$	28.99	\$	25.98	GJ0-2540096	\$	-	\$	-	NO BID	\$	12.79	\$	12.79	WIN2400
NO BID	\$	18.80	\$	28.99	JRT 42 6502	\$	-	\$	-	NO BID	\$	20.20	\$	20.20	APM800 Green
NO BID	\$	21.14	\$	18.80	GEN1513	\$	-	\$	-	NO BID	\$	20.19	\$	20.19	APM062Green
			<u>\$</u>	<u>209.96</u>				<u>\$</u>	<u>-</u>				<u>\$</u>	<u>218.37</u>	



26.0 **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) LAREDO JANITORIAL SOLUTIONSSignature [Signature] Date 9-27-16  
of person authorized to sign bidPrint Name JOSE L. GUTIERREZ  
of person authorized to sign bidTitle: OWNERBusiness Address: 706 GUATEMOZINCity, State, Zip Code: Laredo, TX 78040Telephone Number: (956) 206-8027 Fax Number: \_\_\_\_\_Contact Person Email Address: jgutierrez4191@live.comFederal Tax ID Number: 449-63-9263Bidders Principal/Corporate Place of Business Address: 706 GUATEMOZIN

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: DBA

If other state business status: \_\_\_\_\_

State how long under its present business name: 14 yearsIf applicable, list all other names under which the Business identified above operated in the last five years.  
\_\_\_\_\_  
\_\_\_\_\_Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes/ No



**CITY OF LAREDO  
PURCHASING DIVISION**

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

Is any litigation pending against the Business? Yes / No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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



**CITY OF LAREDO  
PURCHASING DIVISION**

27.0

**Tab B Price Schedule**

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

Section A - Brooms/Handles/Dust Pans				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	Warehouse broom	Each	\$ 6.60	Zephyr # 0256
A - 2	Household broom	Each	\$ 9.80	Zephyr # 2801
A - 3	Street broom	Each	\$ 6.60	Zephyr # 0256
A - 4	Push broom 24in.	Each	\$ 12.50	Zephyr # 9524
A - 5	Push Broom 36	Each	\$ 22.00	Zephyr # 5360
A - 6	Lobby dust pan - plastic	Each	\$ 11.00	Continental # 9121
A - 7	Handle - warehouse broom (wood) metal thread end.	Each	\$ 4.00	Zephyr # 0055
	<b>TOTAL</b>		\$ 72.50	

Section B - Brushes				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B - 1	Plastic Bowl Brush	Each	\$ 2.50	Zephyr # 0314
B - 2	Utility Brush 10"	Each	\$ 5.00	Zephyr # 0315
B - 3	Utility Brush 20"	Each	\$ 8.00	Zephyr # 0316
B - 4	31 in. Feather Duster	Each	\$ 8.50	
	<b>TOTAL</b>		\$ 24.00	

Section C - Deodorizers				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C - 1	Time mist metered aerosol for automatic dispensers	Case	\$ 44.50	Amrep 12 Case 6.6 oz
C - 2	Air Freshener-Assorted Scents	Case	\$ 43.50	Amrep 12 Case 3 oz
	<b>TOTAL</b>		\$ 88.50	



**CITY OF LAREDO  
PURCHASING DIVISION**

Section D- Floor Cleaning Products/Buffer pads				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	24/7 Floor Finish Hi Gloss (5g1) State: Qty/Case	Gallon	\$ 14.20	Prime Source #4508
D - 2	Carpet Shampoo State: Qty/Case <u>4ct/1gal</u>	Gallon	\$ 12.25	Prime Source #4085
D - 3	Carpet Stain Remover State: Qty/Case <u>12 Qts</u>	Case	\$ 43.00	Diversy #4086
D - 4	Wax floor Finish State: Qty/Case <u>5 gal</u>	Gallon	\$ 11.40	Prime Source #4502
D - 5	10" Buffer Pads (for auto scrubbers — recreation centers State: Qty/Case <u>5 ct</u>	Case	\$ 14.00	ACS #3210
D - 6	Eraser Floor Stripper State: Qty/Case <u>5 gal</u>	Gallon	\$ 65.00	Ramsey #3211
D - 7	Chewing Gum Remover State: Qty/Case <u>12ct/702</u>	Case	\$ 35.00	#4571
D - 8	20in. Floor pads 5/case (white, red, natural, black, blue) Qty/Case <u>5 ct</u>	Case	\$ 18.00	
D - 9	Oil base dust mop treatment Aerosol ( 12/20 oz)	Gallon	\$ 42.00	Prime Source #4510
D - 10	Flexi-Clean rubber floor cleaner ( Rec. Centers) Qty/Case _____	Case	\$ 36.00	Ramsey #4511
D - 11	Flexi-Sheen rubber floor sealer (Rec. Centers) Qty/Case _____	Case	\$ NB	
D - 12	Nu-Look wood maintainer ( Gyms Rec. Centers) Qty/Case _____	Case	\$ NB	_____
TOTAL			\$	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section E - Disinfectants And Cleaners</b>				
<b>Item #</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Brand / Stock Number of Item Bid</b>
E-1	Pine Disinfectant State: Qty/Case <u>4ct</u>	Gallon	\$ <u>4.50</u>	Montgomery #0051
E-2	Ajax Cleaner State: Qty/Case <u>24</u>	Case	\$ <u>26.60</u>	Colgate/palmolive #4278
E-3	Bleach State: Qty/Case <u>6</u>	Case	\$ <u>10.00</u>	KIK #0205
E-4	Glass Cleaner State: Qty/Case <u>4</u>	Gallon	\$ <u>15.00</u>	Montgomery #0206
E-5	Armor Plate/Armor All State: Qty/Case <u>3gal Can</u>	Gallon / Case	\$ <u>75.00</u>	Stingek #0207
E-6	RTU Disinfecting Cleaner State:	Case	\$ <u>40.00</u>	Amrep #0520
E-7	Furniture Polish Lemon Oil State: Qty/Case <u>12</u>	Case	\$ <u>35.00</u>	Prime Saver #0181
E-8	Urinal Blocks State:	Dozen	\$ <u>10.00</u>	Fresh #0182
E-9	Urinal Screen with block State:	Dozen	\$ <u>17.50</u>	Fresh #1991
E-10	Lysol Disinfectant Spray 12/20 oz Qty/case _____	Case	\$ <u>57.00</u>	Lyso1 #1922
E-11	Cyclone Tile & Grout Cleaner Qty/Case <u>12 ct</u>	Gallons	\$ <u>45.00</u>	Diversy #1933
E-12	Corral Mild Acid Cleaner Qty/Case <u>12 ct</u>	Case	\$ <u>45.00</u>	Diversy #1934
E-13	Nature's Solution Enzymatic Cleaner for (Rec. Centers) Qty/Case <u>19.5</u>	Case	\$ <u>32.00</u>	Diversy #1935
E-14	Neutral Q Hospital Disinfectant for all floors Qty/Case <u>4</u>	Case	\$ <u>20.00</u>	Montgomery #1936
E-15	Neutracide 256 Hospital Disinfectant for all floors Qty/Case <u>4</u>	Case	\$ <u>20.00</u>	Montgomery #1937
<b>TOTAL</b>			\$ <u>452.60</u>	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section F — Mops/Bucket/Wringer</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F-1	Cotton Mop 16 oz.	Each	\$ 3.50	Zephyr # 0016
F-2	Cotton Mop 24 oz.	Each	\$ 4.50	Zephyr # 0025
F-3	Cotton Mop 32 oz.	Each	\$ 4.00	Zephyr # 9009
F-4	Rayon Mop 16 oz.	Each	\$ 3.00	Zephyr # 9402
F-5	Rayon Mop 24 oz.	Each	\$ 5.00	Zephyr # 0442
F-6	Bucket/Wringer Set Yellow Combo	Each	\$ 50.00	Rembrandt # 0443
	<b>TOTAL</b>		\$ 70.00	

<b>Section G — Trash Liners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G-1	24 x 24 - 6 Micron Liner State: Qty/case: <u>1,000 ct</u>	Case	\$ 17.82	Berry Plastes #0200
G-2	24 x 33 - 6 Micron Liner State: Qty/case: <u>1,000 ct</u>	Case	\$ 16.54	Berry Plastes # 0004
G-3	30 x 37 - 10 Micron Liner State: Qty/case: <u>200 ct</u>	Case	\$ 12.60	Berry Plastes #5568
G-4	33 x 40 - 16 Micron Liner State: Qty/case: <u>250 ct</u>	Case	\$ 20.00	Berry Plastes #0024
G-5	43 x 48 - 16 Micron Liner State: Qty/case: <u>200 ct</u>	Case	\$ 23.00	Berry Plastes # 0007
G-6	43 x 48 - 16 Micron Liner State: Qty/case: <u>200 ct</u>	Case	\$ 23.00	Berry Plastes #0798
G-7	38 x 60 - 22 Micron HD Liner State: Qty/case: <u>200 ct</u>	Case	\$ 29.00	Berry Plastes #0795
G-7	38 x 60 - 17 Micron XHD Liner State: Qty/case: <u>    </u>	Case	\$ 24.00	Berry Plastes #0796
G-8	36 x 63 Clear - 4 Mil Liner State: Qty/case: <u>100 ct</u>	Case	\$ 44.00	Berry Plastes #0797
G-9	43 x 47 H-HVY White Trash Bag State: Qty/case: <u>    </u>	Case	\$ 18.00	Berry Plastes #0798
G-10	33 x 39 H-HVY White Trash Bag State: Qty/case: <u>    </u>	Case	\$ 15.00	Berry Plastes #0691
G-11	Napco NR386022K 22 Micron Black lines 150/cs State: Qty/Case <u>    </u>	Case	\$ 24.00	Berry Plastes #0692
	<b>TOTAL</b>		\$ 266.96	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section H - Towels And Toilet Tissue</b>				
<b>Item #</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Brand / Stock Number of Item Bid</b>
H-1	Brown MF Towels 4000/case State: Qty/case: <u>4000 ct</u>	Case	\$ <u>17.53</u>	Roses MF4000B
H-2	White MF Towels 4000/case State: Qty/case: <u>4,000 ct</u> State: ft/roll:	Case	\$ <u>22.00</u>	ROSES MF4000W
H-3	White CF Towels 2400/case State: Qty/case: <u>2,400</u> State: ft/roll:	Case	\$ <u>22.00</u>	ROSES CF2400W
H-4	Brown Roll Towels 12 roll/350/case State: Qty/case: State: ft/roll:	Case	\$ <u>19.00</u>	PRIME SOURCE RK350B
H-5	White Roll Towels 12 roll/350/case State: Qty/case: State: ft/roll:	Case	\$ <u>23.00</u>	PRIME SOURCE RK350W
H-6	CP-1420 Center Pull Towels 6 roll/660/2 ply/case State: Qty/case: State: ft/roll:	Case	\$ <u>21.00</u>	PRIME SOURCE CP1420
H-7	2 PLY 96 Roll Toilet Tissue 500 sheet/roll State: Qty/case:	Case	\$ <u>29.00</u>	TEX TISSUE 77500
H-8	Facial Quality 2 Ply, 96 Roll Toilet tissue State: Qty/case:	Case	\$ <u>34.00</u>	ROSES BT500



**CITY OF LAREDO  
PURCHASING DIVISION**

H-9	9" Jumbo Toilet Tissue 2 Ply 12 roll/case  State: _____ Qty/case: _____	Case	\$  21.00	Texas Tissue #0001
H-10	12" Jumbo Toilet Tissue 2 Ply 6 roll/case  State: _____ Qty/case: _____	Case	\$  24.00	Texas Tissue #0002
TOTAL			\$232.93	

Company Name: Laredo Janitorial Solutions

Owner/President Name: JOSE L. Gutierrez

Company Address: 706 Guatemoren

City, State, Zip Code: Laredo TX. 78040

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: JOSE L. Gutierrez

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



CITY OF LAREDO  
PURCHASING DIVISION

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

JOSE L. GUTIERREZ

Name

Signature

Date

9/27/16

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



CITY OF LAREDO  
PURCHASING DIVISION

29.0 Tab D

AFFIDAVIT

Project: Janitorial Supplies Contract

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is JOSE L. GUTHERKEX  
(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 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.

Signature of: [Signature]

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 27<sup>th</sup> day of Sept 20 16

Susy Rodriguez Salinas  
Notary Public

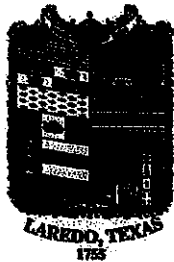
My commission expires:

Nov. 6, 2017





30.0 Tab E



## City of Laredo Discretionary Contracts Disclosure

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

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

1. Name of person submitting and filling out this form.

First: JOSE M.I. L. Last: Gutierrez Suffix:   

2. Contact Information

a) Contract or project name: Janitorial Supplies Contract

b) Originating department: Purchasing Department

3. Name of individual(s) or entity(ies) seeking a contract with the city (dependent on the contract).

4. List any business entity(ies) that is a partner, parent, or subsidiary of the 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 individual(s) or entity(ies) that will be subcontractor(s) 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:



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of the Ethics Code for members of City Council or a city board/commission.

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

**\*Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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: JOSE L. Gutierrez Title: OWNER

Company Name or DBA: Laredo Janitorial Date: 9/27/16  
Solutions

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 78048-0579



**CITY OF LAREDO  
PURCHASING DIVISION**

**31.0 Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																	
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.			<b>OFFICE USE ONLY</b>																	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.																				
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																				
<b>3</b> 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.																				
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>			Controlling	Intermediary														
Controlling	Intermediary																			
<b>5</b> Check only if there is NO interested party. <input type="checkbox"/>																				
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																				
<div style="text-align: right; margin-bottom: 10px;">           _____            Signature of authorized agent of contracting business entity         </div> <div style="margin-bottom: 10px;">           AFFIX NOTARY STAMP / SEAL ABOVE         </div> <div style="margin-bottom: 10px;">           Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.         </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>																				
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																				

Form provided by Texas Ethics Commission

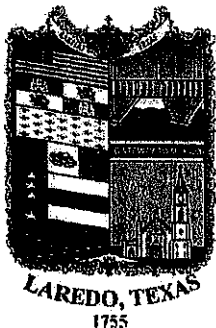
[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015









#2

## 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 janitorial supplies for various City of Laredo 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.ci.laredo.tx.us](http://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 September 27, 2016** and all bids received will be **opened** and read publicly on **September 28, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Janitorial Supplies - Various Departments  
FY16-075**

**Bids are to be mailed:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

**Hand Delivered:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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 30th DAY OF AUGUST 2016.

*Jenny R. Frankli* for:  
Heberto "Beto" L. Ramirez  
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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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 the bidder (s) that provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. This contract will be awarded to multiple vendors.
- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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**

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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**Formal Invitation for Bids  
Janitorial 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 one (1) year supply contract for the purchase of general janitorial supplies. Multiple contracts will be awarded for those items specifically listed on this bid sheet; and a primary and multiple secondary vendors will be selected for all other general janitorial products not specifically listed. All janitorial products will be ordered as required and delivered directly to requesting departments

- 14.1 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: September 13, 2016

Address: City of Laredo Purchasing Division

5512 Thomas Ave.

Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 794-1733 or email [caldape@ci.laredo.tx.us](mailto:caldape@ci.laredo.tx.us)

**15.0 Contract Provisions**

It is the intent of the City to secure a contract for general janitorial supplies required by the different city departments. The successful bidder (s) will be required to provide a janitorial supply catalogue listing items that are readily available for purchase.

- 15.1 The contract award shall be based on an estimated total annual expenditure by all city departments of \$100,000.00. There is no "guaranteed annual contract volume".
- 15.2 There are approximately 56 end users ordering.
- 15.3 The average order size is \$ 1,000.00.
- 15.4 There are sixty locations. (See attachment A).
- 15.5 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 a primary and secondary vendor will be selected for all other general janitorial products not specifically listed. For the purpose of low bid determination for the primary and secondary vendors, the City will select approximately twenty five (25) general janitorial products to determine the City's contract vendor. Using the proposed cost schedule, an evaluation will be made and a bid tabulation will be prepared to determine which vendor offered the lowest price for the highest percentage of items. The schedule may be a net pricing format, discount from list, or a cost plus. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.
- 15.6 The contract vendor is encouraged to provide this price schedule on an electronic format (usb drive, or cd). 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.
- 15.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 15.8 Items excluded from this contract: shall include janitorial equipment, business paper (copy paper/green bar), and all other items specifically excluded by the vendor.
- 15.9 The bid pricing must be firm for the contract period.
- 15.10 The City of Laredo Purchasing Department shall compare pricing from the multiple awarded vendors for all orders that exceed \$ 1,000.00.
- 16.0 General Conditions**
- 16.1 Prospective bidders must prove beyond any doubt to the City of Laredo Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 16.2 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.
- 16.3 Bids not submitted on these forms will not be considered. Award to successful bidder will be made by the City Council. Bids will be awarded to the responsible bidder meeting the city's requirements.
- 16.4 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.
- 16.5 Partial deliveries may be made only with the prior approval of the requesting department.
- 16.6 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery, shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.
- 16.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:
- 16.7.1 This contract may be canceled, by either party, within sixty days of a written notice.
- 16.7.2 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.
- 16.8 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.
- 16.9 Prices should be F.O.B. City of Laredo Office Locations. Inside and second and third floor delivery required.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**17.0 Payment and Invoicing**

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. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

**18.0 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: 8 a.m. to 5 p.m. Days of week: M-T-W-T-H-F

**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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

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 based on Best Value** to the 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. This contract will be awarded to multiple vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**21.0 Bid Evaluation**

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.



**CITY OF LAREDO  
PURCHASING DIVISION**

- 21.2 Multiple contacts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendors will be selected for all other general janitorial products not specifically listed.
- 21.3 In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:
- 21.4 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	25%
II	An evaluation of the pricing to the City of Laredo.	70%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

21.4.1 Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

21.4.2 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	8	25%	2.0
II	An evaluation of the pricing to the City of Laredo.	6	70%	4.2
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	5%	0.4
<b>Total Raw Point</b>				<b>6.6</b>
<b>Total Raw Point x 10 (True Evaluation Points) Evaluation Score</b>				<b>66</b>



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Required Submittals**

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

**22.1 Vendor Information Sheet (Tab A)**

Completed and signed by authorized company representative

**22.2 Section I - Overview of Company** The reputation of the bidder; overview of company, business strategy It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

22.2.1 Provide an overview of your company.

22.2.2 Estimated delivery time upon receipt of order # 1-3 working days.

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

Name of Business

Contact Representative

Phone Number

- 1.) UNITED ISO HECTOR CAVAZOS 956-473-7991
- 2.) LAREDO ISO SERGIO NEIRA 956-273-1181
- 3.) WEBB COUNTY TONY CRUZ 956-523-5652

**22.3 Section II** An evaluation of the pricing to the City of Laredo.

Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

**22.3.1 Price Schedule**

Provide proposed pricing for all the services listed.

<b>List Proposed Format</b>		
Fixed Price Schedule	<input checked="" type="checkbox"/>	
Cost Plus percentage	<input type="checkbox"/>	%
Discount from List (percentage)	<input type="checkbox"/>	%
Medium provided: (electronic, internet, etc.)	<input type="checkbox"/>	
Catalogue:	<input type="checkbox"/>	

**22.4 Section III-Bidders** Past Relationship with the City of Laredo.

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

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



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**23.0 Disclosure of Interested Parties**

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

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

**24.0 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 [nipescador@ci.laredo.tx.us](mailto:nipescador@ci.laredo.tx.us) or [ealdape@ci.laredo.tx.us](mailto: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.

**25.0 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**



CITY OF LAREDO  
PURCHASING DIVISION

26.0 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) GULF COAST PAPER CO.

Signature [Signature] Date 9-26-16  
of person authorized to sign bid

Print Name ABRAHAM ZARATE  
of person authorized to sign bid

Title: SALES REPRESENTATIVE

Business Address: 1101 SPID

City, State, Zip Code: CORPUS CHRISTI, TX 78416

Telephone Number: 956-645-6869 Fax Number: 956-712-9455

Contact Person Email Address: ABEZARATE@SBCGLOBAL.NET

Federal Tax ID Number: \_\_\_\_\_

Bidders Principal/Corporate Place of Business Address: 3705 HOUSTON HWY, VICTORIA TX  
77903

Indicated Status of Business:

Corporation ☒ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: N/A

State how long under its present business name: 51 YRS.

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

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



**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**27.0 Tab B Price Schedule**

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

<b>Section A - Brooms/Handles/Dust Pans</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	Warehouse broom	Each	\$ 6.35	CONTINENTAL / CWH28
A - 2	Household broom	Each	\$ 5.71	MALISH / CMAID
A - 3	Street broom	Each	\$ 8.09	CONTINENTAL / 16BSR
A - 4	Push broom 24in.	Each	\$ 10.73	MALISH / 24424
A - 5	Push Broom 36	Each	\$ 18.53	MALISH / 13336
A - 6	Lobby dust pan - plastic	Each	\$ 9.33	CONTINENTAL / 119
A - 7	Handle - warehouse broom (wood) metal thread end.	Each	\$ 4.30	BOARDWALK / 136
	TOTAL		\$ 63.04	

<b>Section B - Brushes</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B - 1	Plastic Bowl Brush	Each	\$ 1.67	RUBBERMAID / 6310
B - 2	Utility Brush 10" 8"	Each	\$ 2.53	MALISH / 4391
B - 3	Utility Brush 20"	Each	\$ 3.73	MALISH / 4393
B - 4	34 in. Feather Duster 23"	Each	\$ 6.14	LAMBSKIN SPECIALTIES / 5263
	TOTAL		\$ 14.07	

<b>Section C - Deodorizers</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C - 1	Time mist metered aerosol for automatic dispensers	Case	\$ 38.67	12 / Case 7 OZ
C - 2	Air Freshener-Assorted Scents	Case	\$ 38.67	12 / Case 7 OZ
	TOTAL		\$ 77.34	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section D- Floor Cleaning Products/Buffer pads</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	24/7 Floor Finish Hi Gloss (5gl) State: Qty/Case	Gallon	\$ 13.87	SPARTAN / SHINES
D - 2	Carpet Shampoo State: Qty/Case <u>4 GLS</u>	Gallon	\$ 8.58	SPARTAN / PLUS 51
D - 3	Carpet Stain Remover State: Qty/Case <u>12-1802</u>	Case	\$ 42.31	SPARTAN / CARPSTRMV
D - 4	Wax floor Finish State: Qty/Case <u>4 GLS</u>	Gallon	\$ 10.98	SPARTAN / SUNNYSIDE 1
D - 5	10" Buffer Pads (for auto scrubbers — recreation centers State: Qty/Case <u>5</u>	Case	\$ 10.74	AMERICO / 400310
D - 6	Eraser Floor Stripper State: Qty/Case <u>4 GLS</u>	Gallon	\$ 10.76	SPARTAN / SHINEEPI
D - 7	Chewing Gum Remover State: Qty/Case <u>12</u>	Case	\$ 38.10	DIVERSEY / J GUMR
D - 8	20in. Floor pads 5/case (white, red, natural, black, blue) Qty/Case <u>5</u>	Case	\$ 13.92	AMERICO /
D - 9	Oil base dust mop treatment Aerosol ( 12/20 oz)	Gallon	\$ 16.50	TIDALWAVE / 7001
D - 10	Flexi-Clean rubber floor cleaner ( Rec. Centers) Qty/Case <u>2.5 GAL</u>	Case	\$ 43.62	TIDALWAVE / SUPERBLUE 2
D - 11	Flexi-Sheen rubber floor sealer (Rec. Centers) Qty/Case <u>5 GL</u>	Case	\$ 96.06	TIDALWAVE / EWSYNTHETIC FP2
D - 12	Nu-Look wood maintainer ( Gyms Rec. Centers) Qty/Case <u>4 GLS</u>	Case	7.19	SPARTAN / AQUA 1
	TOTAL		\$ 312.63	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section E - Disinfectants And Cleaners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E-1	Pine Disinfectant State: Qty/Case <u>6 GLS</u>	Gallon	\$ 4.39	MIC INDUSTRIES/PINEAROMA1
E-2	Ajax Cleaner State: Qty/Case <u>24</u>	Case	\$ 26.25	COLGATE/BLJAX
E-3	Bleach State: Qty/Case <u>6 GLS 96oz</u>	Case	\$ 10.73	R1K/6BLCH
E-4	Glass Cleaner State: Qty/Case <u>6 GLS</u>	Gallon	\$ 2.49	MIC/MGL1
E-5	Armor Plate/Armor All State: Qty/Case <u>12 QTS</u>	Gallon <u>Case</u>	\$ 95.37	SPARTAN/SHINEPLUS1
E-6	RTU Disinfecting Cleaner State:	Case	\$ 24.91	SPARTAN/CDC10
E-7	Furniture Polish Lemon Oil State: Qty/Case <u>12</u>	Case	\$ 37.18	DIVERSY/LSHINERTU
E-8	Urinal Blocks State:	Dozen	\$ 6.07	FRESH/URINALBLOCK
E-9	Urinal Screen with block State:	Dozen	\$ 19.68	FRESH/URINALSEN
E-10	Lysol Disinfectant Spray 12/20 oz Qty/case <u>12</u>	Case	\$ 77.78	RECKIT/LYSOL
E-11	Cyclone Tile & Grout Cleaner Qty/Case <u>4 GLS</u>	Gallons	\$ 8.33	SPARTAN/RJBI
E-12	Corral Mild Acid Cleaner Qty/Case <u>12 QTS</u>	Case	\$ 21.25	SPARTAN/SPARCLING
E-13	Nature's Solution Enzymatic Cleaner for (Rec. Centers) Qty/Case <u>4 GLS</u>	Case	\$ 36.23	SPARTAN/CON1
E-14	Neutral Q Hospital Disinfectant for all floors Qty/Case <u>4 GLS</u>	Case	\$ 29.84	SPARTAN/DMQ1
E-15	Neutracide 256 Hospital Disinfectant for all floors Qty/ Case <u>4 GLS</u>	Case	\$ 46.75	SPARTAN/HJQ1
	<b>TOTAL</b>		<b>\$447.25</b>	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section F — Mops/Bucket/Wringer</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F-1	Cotton Mop 16 oz.	Each	\$ 2.59	CONTINENTAL/16CCL
F-2	Cotton Mop 24 oz.	Each	\$ 3.76	CONTINENTAL/24CCL
F-3	Cotton Mop 32 oz.	Each	\$ 5.03	CONTINENTAL/32CCL
F-4	Rayon Mop 16 oz.	Each	\$ 3.67	CONTINENTAL/16RCL
F-5	Rayon Mop 24 oz.	Each	\$ 5.51	CONTINENTAL/24RCL
F-6	Bucket/Wringer Set Yellow Combo	Each	\$ 46.25	CONTINENTAL/C35QTC
	<b>TOTAL</b>		<b>\$ 66.81</b>	

<b>Section G — Trash Liners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G-1	24 x 24 - 6 Micron Liner State: Qty/case: <u>1000</u>	Case	\$ 12.44	BERRY/24246
G-2	24 x 33 - 6 Micron Liner State: Qty/case: <u>1000</u>	Case	\$ 17.13	BERRY/24336
G-3	30 x 37 - 10 Micron Liner State: Qty/case: <u>500</u>	Case	\$ 18.57	BERRY/303710
G-4	33 x 40 - 16 Micron Liner State: Qty/case: <u>250</u>	Case	\$ 17.53	BERRY/334016
G-5	43 x 48 - 16 Micron Liner State: Qty/case: <u>200</u>	Case	\$ 21.95	BERRY/434816
G-6	43 x 48 - 16 Micron Liner State: Qty/case: <u>---</u>	Case	\$ 21.95	BERRY/434816
G-7	38 x 60 - 22 Micron HD Liner State: Qty/case: <u>200</u>	Case	\$ 25.32	BERRY/T386022C
G-8	38 x 60 - 17 Micron XHD Liner State: Qty/case: <u>200</u>	Case	\$ 24.29	BERRY/386016
G-9	36 x 63 Clear - 4 Mil Liner State: Qty/case: <u>50</u> 2.7 Mil	Case	\$ 27.23	BERRY/63CL
G-10	43 x 47 H-HVY White Trash Bag State: Qty/case: <u>100</u>	Case	\$ 17.22	BERRY/4347SS
G-11	33 x 39 H-HVY White Trash Bag State: Qty/case: <u>150</u>	Case	\$ 13.14	BERRY/39WR
G-12	Napco NR386022K 22 Micron Black lines 150/cs State: Qty/Case: <u>150</u>	Case	\$ 25.32	BERRY/T386022C
	<b>TOTAL</b>		<b>\$ 242.09</b>	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section H - Towels And Toilet Tissue</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H -1	Brown MF Towels 4000/case State: Qty/case: <u>4000</u>	Case	\$ 15.49	NPS/N21500
H -2	White MF Towels 4000/case State: Qty/case: <u>4000</u> State: ft/roll:	Case	\$ 18.50	NPS/M21250
H -3	White CF Towels 2400/case State: Qty/case: <u>4000</u> State: ft/roll:	Case	\$ 19.40	GEORGIA PACIFIC/GP2020Y
H -4	Brown Roll Towels 12 roll/350/case State: Qty/case: <u>12 ROLLS</u> State: ft/roll: <u>350'/RL</u>	Case	\$18.14	NPS/N30310
H -5	White Roll Towels 12 roll/350/case State: Qty/case: <u>12 ROLLS</u> State: ft/roll: <u>350'/RL</u>	Case	\$ 23.04	NPS/M 30100
H -6	CP-1420 Center Pull Towels 6 roll/660'/2 ply/case State: Qty/case: <u>6 ROLLS</u> State: ft/roll: <u>600'/RL</u>	Case	\$ 23.10	MERFIN/M725
H -7	2 PLY 96 Roll Toilet Tissue 500 sheet/roll State: Qty/case: <u>96 ROLLS</u> <u>500 SHEETS/RL</u>	Case	\$ 32.98	NPS/N12325
H -8	Facial Quality 2 Ply, 96 Roll Toilet tissue State: Qty/case: <u>30/100</u>	Case	\$ 20.48	SCA/TF6710A



**CITY OF LAREDO  
PURCHASING DIVISION**

H -9	9" Jumbo Toilet Tissue 2 Ply 12 roll/case  State: Qty/case: <u>12 ROLLS</u>	Case	\$  17.95	NPS/N19630
H -10	12" Jumbo Toilet Tissue 2 Ply 6 roll/case  State: Qty/case: <u>6 ROLLS</u>	Case	\$  29.52	SCA/TJ122A
TOTAL			\$47.47	

Company Name: GULF COAST PAPER CO

Owner/President Name: EMPLOYEE OWNED

Company Address: 1101 SPID

City, State, Zip Code: CORPUS CHRISTI, TX, 78416

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: ABRAHAM ZARATE

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



**28.0    Tab C- Conflict of Interest Disclosure**

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

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

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

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

☒ 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 ABRAHAM ZARATE Signature [Signature] Date 9-27-16

**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.

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

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

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

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

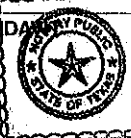
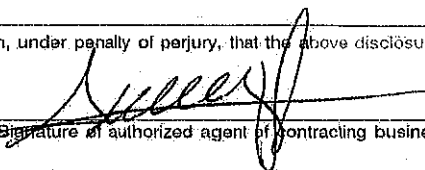
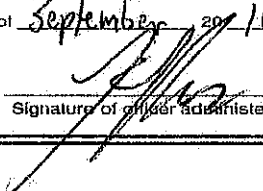
Signature of person doing business with the governmental entity

Date



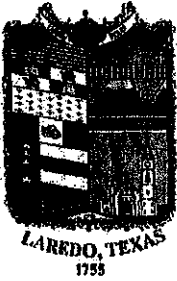
**CITY OF LAREDO  
PURCHASING DIVISION**

**31.0 Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>			
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.			<b>OFFICE USE ONLY</b>			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <u>GULF COAST PAPER, CORPUS CHRISTI, TX, NUECES</u> <u>USA</u>						
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <u>CITY OF LAREDO</u>						
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) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width:50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> </table>			Controlling	Intermediary
Controlling	Intermediary					
<u>ABRAHAM ZARATE</u>	<u>LAREDO, TX, USA</u>	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">✓</td> <td style="width:50%;"></td> </tr> </table>			✓	
✓						
5 Check only if there is NO interested party. <input type="checkbox"/>						
<div style="border: 1px solid black; padding: 5px; display: inline-block;">  <b>KRISTIE NARVAEZ</b>              Notary Public              STATE OF TEXAS              My Comm. Exp. 07-18-17           </div>		6 I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.  <div style="text-align: center;">               Signature of authorized agent of contracting business entity           </div>				
Sworn to and subscribed before me, by the said <u>Abraham Zarate</u> , this the <u>27th</u> day of <u>September</u> , 20 <u>16</u> , to certify which, witness my hand and seal of office.						
 Signature of officer administering oath		<div style="display: flex; justify-content: space-between;"> <div> <u>Kristie Narvaez</u>              Printed name of officer administering oath           </div> <div> <u>Relationship Manager</u>              Title of officer administering oath           </div> </div>				
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>						



30.0 **Tab E**



## City of Laredo Discretionary Contracts Disclosure

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

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

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

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

First: ABRAHAM M.I.  Last: ZARATE Suffix:

**\*2. Contract Information.**

a) Contract or project name: JANITORIAL SUPPLIES CONTRACT FY16-075

b) Originating department: PURCHASING

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

GULF COAST PAPER

**\*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:



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of the Ethics Code for members of City Council or a city board/commission.

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

**\*Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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: ABRAHAM ZARATE Title: SALES REPRESENTATIVE

Company Name or DBA: GULF COAST PAPER Date: 9-27-16

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 OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

29.0 Tab D

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is ABRAHAM ZARATY  
(a Partner or officer of the firm of, etc.)

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

Signature of: [Signature]

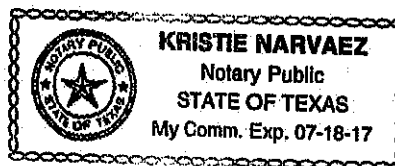
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of September 2016

Notary Public [Signature]

My commission expires:

07-18-2017

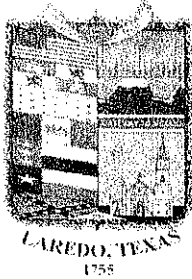








CITY OF LAREDO  
PURCHASING DIVISION



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

#3

**JANITORIAL SUPPLIES CONTRACT  
CITY OF LAREDO DEPARTMENTS**

**Revised 8/30/16**

**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 purchase of janitorial supplies for various City of Laredo 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](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M** on **September 27, 2016**; and all bids received will be opened and read publicly at **3:00 PM** at the Office of the City Secretary on **September 28, 2016**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Janitorial Supplies Contract  
FY16-075**

Bids are to be mailed:

**City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579**

Hand Delivered:

**City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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



**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 janitorial supplies for various City of Laredo 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.ci.laredo.tx.us](http://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 September 27, 2016** and all bids received will be **opened** and read publicly on **September 28, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Janitorial Supplies - Various Departments  
FY16-075**

**Bids are to be mailed:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

**Hand Delivered:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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 30th DAY OF AUGUST 2016.

*Jeffery R. Frankli* for:  
Heberto "Beto" L. Ramirez  
Acting City Secretary



**CITY OF LAREDO  
PURCHASING DIVISION**

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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 the bidder (s) that provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. This contract will be awarded to multiple vendors.
- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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**

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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**Formal Invitation for Bids  
Janitorial 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 one (1) year supply contract for the purchase of general janitorial supplies. Multiple contracts will be awarded for those items specifically listed on this bid sheet; and a primary and multiple secondary vendors will be selected for all other general janitorial products not specifically listed. All janitorial products will be ordered as required and delivered directly to requesting departments

- 14.1 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: September 13, 2016

Address: City of Laredo Purchasing Division  
5512 Thomas Ave.  
Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 794-1733 or email [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

**15.0 Contract Provisions**

It is the intent of the City to secure a contract for general janitorial supplies required by the different city departments. The successful bidder (s) will be required to provide a janitorial supply catalogue listing items that are readily available for purchase.

- 15.1 The contract award shall be based on an estimated total annual expenditure by all city departments of \$100,000.00. There is no "guaranteed annual contract volume".
- 15.2 There are approximately 56 end users ordering.
- 15.3 The average order size is \$ 1,000.00.
- 15.4 There are sixty locations. (See attachment A).
- 15.5 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 a primary and secondary vendor will be selected for all other general janitorial products not specifically listed. For the purpose of low bid determination for the primary and secondary vendors, the City will select approximately twenty five (25) general janitorial products to determine the City's contract vendor. Using the proposed cost schedule, an evaluation will be made and a bid tabulation will be prepared to determine which vendor offered the lowest price for the highest percentage of items. The schedule may be a net pricing format, discount from list, or a cost plus. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.
- 15.6 The contract vendor is encouraged to provide this price schedule on an electronic format (usb drive, or cd). 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.
- 15.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 15.8 Items excluded from this contract: shall include janitorial equipment, business paper (copy paper/green bar), and all other items specifically excluded by the vendor.
- 15.9 The bid pricing must be firm for the contract period.
- 15.10 The City of Laredo Purchasing Department shall compare pricing from the multiple awarded vendors for all orders that exceed \$ 1,000.00.
- 16.0 General Conditions**
- 16.1 Prospective bidders must prove beyond any doubt to the City of Laredo Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 16.2 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase contract materials on the open market and charge contractor price difference.
- 16.3 Bids not submitted on these forms will not be considered. Award to successful bidder will be made by the City Council. Bids will be awarded to the responsible bidder meeting the city's requirements.
- 16.4 When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price.
- 16.5 Partial deliveries may be made only with the prior approval of the requesting department.
- 16.6 Items found to be broken, defective, or otherwise unacceptable shall be reported by the Purchasing Division to the contractor for replacement. Replacements shall be made within five (5) workdays after notification. Items known to be defective, broken, or otherwise unacceptable at the time of delivery, shall be rejected and contractor shall immediately initiate replacement. In the event an ordered item is "out of stock", contractor may substitute a higher quality item at the price of the item for which the substitute is being made, if approved by the requesting department.
- 16.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:
  - 16.7.1 This contract may be canceled, by either party, within sixty days of a written notice.
  - 16.7.2 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.
- 16.8 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.
- 16.9 Prices should be F.O.B. City of Laredo Office Locations. Inside and second and third floor delivery required.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**17.0 Payment and Invoicing**

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. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

**18.0 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: 8:00 a.m. to 5:30 p.m. Days of week: MONDAY-FRIDAY

**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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

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 based on Best Value** to the 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. This contract will be awarded to multiple vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**21.0 Bid Evaluation**

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.



**CITY OF LAREDO  
PURCHASING DIVISION**

- 21.2 Multiple contracts will be awarded for those items specifically listed on this bid sheet. A Primary and Secondary vendors will be selected for all other general janitorial products not specifically listed.
- 21.3 In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:
- 21.4 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	25%
II	An evaluation of the pricing to the City of Laredo.	70%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

21.4.1 Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

21.4.2 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	8	25%	2.0
II	An evaluation of the pricing to the City of Laredo.	6	70%	4.2
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	5%	0.4
<b>Total Raw Point</b>				<b>6.6</b>
<b>Total Raw Point x 10 (True Evaluation Points)</b>				<b>66</b>
<b>Evaluation Score</b>				<b>66</b>



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**23.0 Disclosure of Interested Parties**

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

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

**24.0 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](mailto:mpescador@ci.laredo.tx.us) or [ealdape@ci.laredo.tx.us](mailto: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.

**25.0 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**



CITY OF LAREDO  
PURCHASING DIVISION

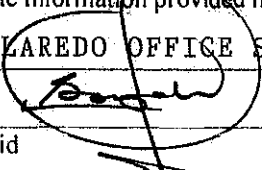
26.0 Tab A - Bidder Information Questionnaire

**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) LAREDO OFFICE SUPPLY LTD - DBA EXECUTIVE OFFICE SUPPLY

Signature  Date 9/27/16  
of person authorized to sign bid

Print Name JORGE GONZALEZ JUARISTI  
of person authorized to sign bid

Title: MANAGING DIRECTOR

Business Address: 3312 SANTA URSULA AVE.

City, State, Zip Code: LAREDO, TX 78040

Telephone Number: (956) 722-6791 Fax Number: (956) 722-0690

Contact Person Email Address: sales@executiveofficesupply.com

Federal Tax ID Number: 32-0429361

Bidders Principal/Corporate Place of Business Address: 3312 SANTA URSULA AVE.  
LAREDO, TX 78040

**Indicated Status of Business:**

Corporation \_\_\_\_\_ Partnership X Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: N/A

State how long under its present business name: JANUARY 1, 2014

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

EXECUTIVE OFFICE SUPPLY

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



**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**27.0 Tab B Price Schedule**

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

<b>Section A - Brooms/Handles/Dust Pans</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	Warehouse broom	Each	\$ 7.79	GJO12001EA
A - 2	Household broom	Each	\$ 8.29	GJO58561
A - 3	Street broom	Each	\$ 14.40	BWK73160/BWK136
A - 4	Push broom 24in.	Each	\$ 14.40	BWK20224/BWK136
A - 5	Push Broom 36	Each	\$ 25.30	BWK20236/BWK136
A - 6	Lobby dust pan - plastic	Each	\$ 1.70	GJO02406
A - 7	Handle - warehouse broom (wood) metal thread end.	Each	\$ 3.40	GJO60468
<b>TOTAL</b>			<b>\$ 75.28</b>	

<b>Section B - Brushes</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B - 1	Plastic Bowl Brush	Each	\$ 5.09	RCP632000BRN
B - 2	Utility Brush 10" = 8"	Each	\$ 4.19	RCP9B29 - 8"
B - 3	Utility Brush 20"	Each	\$ 6.13	RCP9B32 - 20"
B - 4	31 in. Feather Duster	Each	\$ 6.80	GJO90118
<b>TOTAL</b>			<b>\$ 22.21</b>	

<b>Section C - Deodorizers</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C - 1	Time mist metered aerosol for automatic dispensers	Case	\$ 47.98	332508TMCAT 12 /Case 6.6 OZ
C - 2	Air Freshener-Assorted Scents	Case	\$ 11.97	RAC77002 12 /Case 8 OZ
<b>TOTAL</b>			<b>\$ 59.95</b>	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section D- Floor Cleaning Products/Buffer pads</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	24/7 Floor Finish Hi Gloss (Sgl) State: Qty/Case 5 Gal	Gallon	\$ 83.20	FKLF330125 Ultra Fast Acrylic Floor Finish/Hvy Traffic Areas
D - 2	Carpet Shampoo State: Pail Qty/Case 4 1 Gallon	Gallon	\$ 50.39	FKLF538022CT Super Carpet & Upholstery Shampoo
D - 3	Carpet Stain Remover State: Qty/Case 6	Case	\$ 52.56	DVO994350EA 32 Oz Bottle Spray Spot/Stain Remover
D - 4	Wax floor Finish State: Qty/Case 4	Gallon	\$ 54.77	BWK3404F 1 Gallon Bottle High Traffic Floor Finish
D - 5	10" Buffer Pads (for auto scrubbers — recreation centers State: Qty/Case 5	Case	\$ 40.95	BWK4013RED
D - 6	Eraser Floor Stripper State: Qty/Case 4	Gallon	\$ 8.85	BWK3404STEA
D - 7	Chewing Gum Remover State: Qty/Case 12 6 Oz	Case	\$ 39.36	BWK353ACT (Aerosol) Chewing Gum and Candle Remover, 6 Oz
D - 8	20in. Floor pads 5/case (white, red, natural, black, blue) Qty/Case 5	Case	\$ 13.23	GJO90220 Black
D - 9	Oil base dust mop 18 Oz Can treatment Aerosol ( <del>12/20 =</del> oz) 12 Case	Gallon	\$ 46.17	BWK352ACT (Aerosol) Dust Mop Treatment, 18 Oz
D - 10	Flexi-Clean rubber floor cleaner ( Rec. Centers) Qty/Case 4	Case	\$ 33.19	AMRR8004CT Neutra Clean Floor Cleaner Fresh Scent / 1 Gallon
D - 11	Flexi-Sheen rubber floor sealer (Rec. Centers) Qty/Case 4 - 1 Gallon	Case	\$ 52.13	BWK3404SL
D - 12	Nu-Look wood maintainer ( Gyms Rec. Centers) Qty/Case 4	Case	\$ 40.24	ZPEZUHLF128 - 1 Gallon Bottle Hardwood/Laminate Cleaner
	<b>TOTAL</b>		<b>\$515.04</b>	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section E - Disinfectants And Cleaners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E - 1	Pine Disinfectant State: Qty/Case <u>3</u>	Gallon	\$ 29.35	CL035419CT
E - 2	Ajax Cleaner State: Qty/Case <u>24</u>	Case	\$ 25.70	CPC14278CT
E - 3	Bleach State: 121 Oz Qty/Case <u>3</u>	Case	\$ 14.90	CL030966CT
E - 4	Glass Cleaner State: Qty/Case <u>4</u>	Gallon	\$ 3.09	GJ002102EA
E - 5	Armor Plate/Armor All 280z State: Qty/Case <u>6</u> Bottl	Gallon	\$ 45.68	ARM10228CT
E - 6	RTU Disinfecting Cleaner State: Gallon size/4C	Case	\$ 95.60	RAC74983CT
E - 7	Furniture Polish Lemon Oil State: Qty/Case <u>12</u>	Case	\$ 29.00	GJ010351CT
E - 8	Urinal Blocks State: <u>12 Dz</u>	Dozen	\$ 9.39	GJ058333
E - 9	Urinal Screen with block State: <u>12 Dz</u>	Dozen	\$ 11.98	GJ058335
E-10	Lysol Disinfectant Spray <del>12/20-oz</del> 19 Oz Qty/case <u>12</u>	Case	\$ 76.45	RAC04650CT
E-11	Cyclone Tile & Grout Cleaner Qty/Case <u>4</u> (1 Gallon	Gallons	\$ 72.03	DW0100871685 1 Gallon Bottle
E-12	Corral Mild Acid Cleaner Qty/Case <u>12</u>	Case	\$ 26.85	Shower/Tub/Tile Cleaner AMRR92512CT
E-13	Nature's Solution Enzymatic Cleaner for (Rec. Centers) Qty/Case _____	Case	\$ ===	Acid Bowl Cleaner .32 Oz NO BID ===
E-14	Neutral Q Hospital Disinfectant for all floors Qty/Case <u>4</u>	Case	\$ 69.95	NCL0248-29 (1 Gallon)
E-15	Neutracide 256 Hospital Disinfectant for all floors Qty/ Case <u>4</u>	Case	\$ 109.90	NCL0275-29 (1 Gallon)
TOTAL			\$ 619.87	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section F — Mops/Bucket/Wringer</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F-1	Cotton Mop 16 oz.	Each	\$ 2.97	GJ048253
F-2	Cotton Mop 24 oz.	Each	\$ 3.85	GJ048254
F-3	Cotton Mop 32 oz	Each	\$ 4.97	BWK2032CEA
F-4	Rayon Mop 16 oz	Each	\$ 3.85	GJ048256
F-5	Rayon Mop 24 oz.	Each	\$ 4.93	GJ048257
F-6	Bucket/Wringer Set Yellow Combo	Each	\$ 40.55	GJ060466 (26 Qt.Cap)
	TOTAL		\$ 61.12	

<b>Section G — Trash Liners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G-1	24 x 24 - 6 Micron Liner State: Qty/case: <u>1,000</u>	Case	\$ 12.65	GJ070010 24x23 (5MIC)1,000 Case
G-2	24 x 33 - 6 Micron Liner State: Qty/case: <u>1,000</u>	Case	\$ 17.22	GJ070011 24x32 (6MIC)1,000 Case
G-3	30 x 37 - 10 Micron Liner State: Qty/case: _____	Case	\$ 27.59	BWK334016
G-4	33 x 40 - 16 Micron Liner State: Qty/case: <u>500</u>	Case	\$ 28.84	GJ001757 33x40 (11MIC) 500 Case
G-5	43 x 48 - 16 Micron Liner State: Qty/case: <u>200</u>	Case	\$ 26.10	GJ001760 43x48 (16MIC) 200 Case
G-6	43 x 48 - 16 Micron Liner State: Qty/case: _____	Case	\$ SAME	ABOVE G-5
G-7	38 x 60 - 22 Micron HD Liner State: Qty/case: _____	Case	\$ 22.70	IBSVAL3860N6
G-8	38 x 60 - 17 Micron XHD Liner State: Qty/case: _____	Case	\$ 66.70	JAGD38634CL
G-9	36 x 63 Clear - 4 Mil Liner State: Qty/case: _____	Case	\$ 17.60	BWK4347EXH
G-10	43 x 47 H-HVY White Trash Bag State: Qty/case: _____	Case	\$ 25.22	RNW4050
G-11	33 x 39 H-HVY White Trash Bag State: Qty/case _____	Case	\$ 21.27	JAGW3339X 0.9 Mil White 100 Ct
G-12	Napco NR386022K 22 Micron Black lines 150/cs State: Qty/Case _____	Case	\$ 25.60	JAGL3858H 38x58 Black 100Ct 0.7Mil
	TOTAL		\$291.49	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section H - Towels And Toilet Tissue</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H -1	Brown MF Towels 4000/case State: Qty/case: 16 Pk 250 CT	Case	\$ 15.22	GJ021040
H -2	White MF Towels 4000/case State: Qty/case: 16 Pk 250 CT State: ft/roll:	Case	\$ 15.90	GJ021100
H -3	White CF Towels 2400/case State: Qty/case: 12 Pk 200 CT State: ft/roll:	Case	\$ 14.63	GJ021120
H -4	Brown Roll Towels 12 roll/350/case State: Qty/case: 12 Rolls State: ft/roll:	Case	\$ 16.05	GJ022200
H -5	White Roll Towels 12 roll/350/case State: Qty/case: 12 Rolls State: ft/roll:	Case	\$ 19.34	GJ022300
H -6	CP-1420 Center Pull Towels 6 roll/660'2 ply/case State: Qty/case: 6 Rolls State: ft/roll:	Case	\$ 16.86	GJ023600
H -7	2 PLY 96 Roll Toilet Tissue 500 sheet/roll State: Qty/case: 96 Rolls	Case	\$ 30.23	GJ02550096 GJ02508080
H -8	Facial Quality 2 Ply, 96 Roll Toilet tissue State: Qty/case: 96 Rolls	Case	\$ 31.44	ZPZBATH 166168

Total on next page



**CITY OF LAREDO  
PURCHASING DIVISION**

H -9	9" Jumbo Toilet Tissue 2 Ply 12 roll/case  State: Qty/case: <u>12 Rolls</u>	Case	\$ 21.80	GJ02510012
H -10	12" Jumbo Toilet Tissue 2 Ply 6 roll/case  State: Qty/case: <u>6 Rolls</u>	Case	\$ 28.80	GJ03520006
TOTAL			\$210.27	

Company Name: LAREDO OFFICE SUPPLY LTD - DBA EXECUTIVE OFFICE SUPPLY

Owner/President Name: JORGE GONZALEZ JUARISTI

Company Address: 3312 SANTA URSULA AVE.

City, State, Zip Code: LAREDO, TX 78040

Company Authorized Representative's Signature: \_\_\_\_\_

Company Representative's Name: JORGE GONZALEZ JUARISTI

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



**28.0 Tab C- Conflict of Interest Disclosure**

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

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

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

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

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS  
JORGE GONZALEZ JUARISTI 9/27/16

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



CITY OF LAREDO  
PURCHASING DIVISION

29.0 Tab D

AFFIDAVIT

**Project:** JANITORIAL SUPPLIES CONTRACT - CITY OF LAREDO DEPARTMENTS.

Form of Non-Collusive Affidavit

AFFIDAVIT

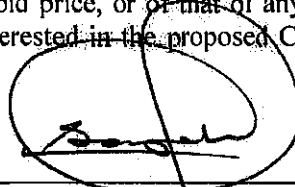
STATE OF TEXAS {}  
COUNTY OF WEBB {}

JORGE GONZALEZ JUARISTI

Being first duly sworn, deposes and says:

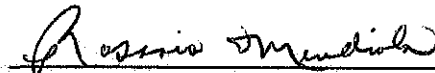
That he/she is MANAGING DIRECTOR  
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.



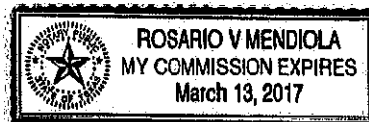
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27th day of September, 2016

  
Notary Public

My commission expires:

March 13, 2017





30.0 **Tab E**



## City of Laredo Discretionary Contracts Disclosure

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

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

\*This is a \_\_\_ New Submission or \_\_\_ Correction or \_\_\_ Update to previous submission.

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

First: **JORGE** M.I.: Last: **GONZALEZ JUARISTI** Suffix:

**\*2. Contract Information**

a) Contract or project name: **JANITORIAL SUPPLIES CONTRACT**

b) Originating department: **CITY OF LAREDO DEPARTMENTS**

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

**LAREDO OFFICE SUPPLY LTD  
DBA EXECUTIVE OFFICE SUPPLY**

**\*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:



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of the Ethics Code for members of City Council or a city board/commission.
- ☐ I am aware of the following conflict(s) of interest:

**\*Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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**


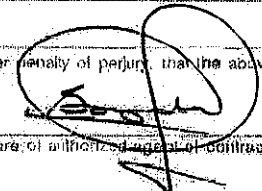

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other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



**CITY OF LAREDO  
PURCHASING DIVISION**

**31.0 Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>LAREDO OFFICE SUPPLY LTD DBA EXECUTIVE OFFICE SUPPLY</b>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>CITY OF LAREDO - PURCHASING DIVISION</b>			
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. <b>BID: JANITORIAL SUPPLIES CONTRACT - FY16-075</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>			
6 Affirmation: I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
			
APPX NOTARY STAMP - SEAL ABOVE		Signature of authorized agent of contracting business entity	
Sworn to and subscribed before me, by the said <b>JORGE GONZALEZ JUARISTI</b> this the <b>27th</b> day of <b>September 20 16</b> to certify which, witness my hand and seal of office.			
		<b>Rosario V. Mendiola</b>	
Signature of officer administering oath		Title of officer administering oath	
<b>Notary Public</b>		<b>Notary Public</b>	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**32.0 Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on September 27, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on September 28, 2016.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Janitorial Supplies Contract  
FY16-075**

Bids are to be mailed: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall - Third Floor  
P. O. Box 579  
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040



**CITY OF LAREDO  
PURCHASING DIVISION**

**Attachment A**

**DEPARTMENTS**

	INNER CITY REC. CENTER
ACCOUNTS PAYABLE	TARVER REC. CENTER
AIRPORT	LADRILLERA REC. CENTER
ADMINISTRATIVE TRAINING	PURCHASING
ANIMAL CONTROL	PUBLIC WORKS
BUDGET	REAL ESTATE
BRIDGE	RISK
BUILDING CODE	TAX OFFICE
CIVIC CENTER	TRAFFIC SAFETY
COMMUNITY DEV.	TRANSIT
CEMETERY	TELECOMMUNICATION
CITY HALL	UTILITY BILLING
CITY MANAGER	VITAL STATISTICS
CITY COUNCIL	WATERWORKS
CITY SECRETARY	WIC
EL METRO	9-1-1
ENGINEERING DEPT.	3-1-1
ENGINEERING CONTRACTOR	
ENGINEERING INSPECTION	
ENVIRONMENTAL SERVICES	
EMPLOYEE WELLNESS	
FIRE DEPARTMENT	
FLEET MAINTENANCE	
FINANCE	
FINANCIAL TASK FORCE	
HEALTH - ADMINISTRATION	
HUMAN RESOURCES	
INFORMATION TECHNOLOGIES	
INTERNAL AUDIT	
LEGAL DEPARTMENT	
LIBRARY	
LAND FILL	
LAREDO CONY. & VISITOR	
MUNICIPAL COURT	
MUNICIPAL HOUSING	
PUBLIC ACCESS CHANNEL	
POLICE DEPT.	
PARKING DIVISION	
PLANNING DEPARTMENT	
PARKS RECREATION	
N.E. HILL SIDE REC. CENTER	<i>Special Instructions for</i>
CIGARROA REC. CENTER	<i>Recreation centers. Delivery</i>
HACHAR REC. CENTER	<i>Accepted only from 3:00PM to</i>
EL EDEN REC. CENTER	<i>8:00 PM.</i>
FARIAS REC. CENTER	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2016

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

The terms and conditions of the policy; certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Henri D. Kahn Insurance LLC P.O. Box 451789 Laredo TX 78045		<b>CONTACT NAME:</b> Sandra Garza <b>PHONE (A/C, No, Ext):</b> (956) 725-3936 <b>FAX (A/C, No):</b> (956) 791-0627 <b>E-MAIL ADDRESS:</b> sgarza@kahnins.com	
<b>INSURED</b> Laredo Office Supply Ltd dba Executive Office Supply 3312 Santa Ursula Ave Laredo TX 78040		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Acc & Ind Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 22357

## COVERAGES

CERTIFICATE NUMBER: CL1622504595

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LWS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MEDEXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	65WBCAJ9863	2/7/2016	2/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

City of Laredo  
 P O Box 579  
 Laredo, TX 78042

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Henri Kahn/EVE





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2016

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

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

<b>PRODUCER</b> Jesus Lopez(194256T) 719 Chihuahua St Ste 108 Laredo TX 78040-5271		<b>CONTACT NAME:</b>  <b>PHONE (A/C, NO, EXT):</b> 956-728-8851 <b>FAX (A/C, NO):</b> 956-284-0203 <b>E-MAIL ADDRESS:</b> jlopez1@farmersagent.com															
<b>INSURED</b> GONZALEZ, JORGE 3312 SANTA URSULA AVE LAREDO TX 78040		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B: Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C: Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Truck Insurance Exchange	21709																
INSURER B: Farmers Insurance Exchange	21652																
INSURER C: Mid Century Insurance Company	21687																
INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	Y	805511460	01/21/2016	01/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N						PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

City of Laredo  
PO BOX 579

LAREDO

TX 78042

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2018

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

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

PRODUCER	Anabelle Ruiz-Herbig, Agent 315 Calle Del Norte Suite 103 Laredo, TX 78041-2662 Bus (956)725-1617 Fax (956)725-1618	CONTACT NAME: Valente Holguin PHONE (INC. No. Ext.): 956-725-1617 FAX (INC. No.): 956-725-1618 E-MAIL: Valerie.holguin.eqxl@statefarm.com ADDRESS: State Farm Mutual Automobile Insurance Company
INSURED	Laredo Office Supply Ltd. DBA Executive Office Supply 3312 Santa Ursula Ave Laredo, Texas 78040	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC #: 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (See Schedule) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y	Y	022 1988-F09-53M-92Z	08/09/2016	08/09/2017	COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$ 500,000
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident) \$ 500,000
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ 500,000
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						\$
	DED RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Laredo  
P.O. Box 572  
Laredo, Texas 78042

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD.

1001486 132849.9 02-04-2014







#4



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**JANITORIAL SUPPLIES CONTRACT  
CITY OF LAREDO DEPARTMENTS**

**Revised 8/30/16**

**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 purchase of janitorial supplies for various City of Laredo 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](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on September 27, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on September 28, 2016.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Janitorial Supplies Contract  
FY16-075**

Bids are to be mailed: City of Laredo – City Secretary C/O Heberto "Beto" L. Ramirez City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Heberto "Beto" L. Ramirez 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

26.0 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) PATRIA OFFICE / JANITORIAL Supplies

Signature *Alexis Landin* Date 9/27/2016  
of person authorized to sign bid

Print Name ALEXIS LANDIN  
of person authorized to sign bid

Title: SALES REP

Business Address: 301 E. CALTON RD

City, State, Zip Code: LAREDO, TEXAS 78041

Telephone Number: 956-723-2332 Fax Number: 956-724-8081

Contact Person Email Address: landinalexis@yahoo.com

Federal Tax ID Number: 7425418393

Bidders Principal/Corporate Place of Business Address: 301 E. CALTON RD.

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: \_\_\_\_\_

State how long under its present business name: 31 YEARS

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

\_\_\_\_\_  
\_\_\_\_\_

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



**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☐

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**27.0 Tab B Price Schedule**

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

<b>Section A - Brooms/Handles/Dust Pans</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	Warehouse broom	Each	\$ 5.40	#1650 - WAREHOUSE BROOM
A - 2	Household broom	Each	\$ 5.35	#1851 - HOUSEHOLD BROOM
A - 3	Street broom	Each	\$ 8.17	BWK 71160 STREET BROOM
A - 4	Push broom 24in.	Each	\$ 11.60	BWK 20224 - 24" PUSHBROOM
A - 5	Push Broom 36	Each	\$ 22.55	BWK 20236 - 36" PUSHBROOM
A - 6	Lobby dust pan - plastic	Each	\$ 20.98	RCP 2531 - Rubbermaid Lobby Dust Pan
A - 7	Handle - warehouse broom (wood) metal thread end.	Each	\$ 3.95	BWK 136 - WOOD W/METAL THREADS HANDLE
<b>TOTAL</b>			\$ 78.00	

<b>Section B - Brushes</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B - 1	Plastic Bowl Brush	Each	\$ 2.49	RCP-631D Rubbermaid Bowl Brush
B - 2	Utility Brush 10"	Each	\$ 3.20	BWK 4208 Utility Brush 10"
B - 3	Utility Brush 20"	Each	\$ 5.16	BWK 4220 Utility Brush 20"
B - 4	31 in. Feather Duster	Each	\$ 12.54	BWK 31FD FEATHER DUSTER
<b>TOTAL</b>			\$ 23.39	

<b>Section C - Deodorizers</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C - 1	Time mist metered aerosol for automatic dispensers	Case	\$ 46.48	TIME MIST AEROSOLS 12/Case 6.6 OZ
C - 2	Air Freshener-Assorted Scents	Case	\$ 25.03	PV099 4782CT GRADE AEROSOL SPRAY 12/Case 14 OZ
<b>TOTAL</b>			\$ 71.51	





CITY OF LAREDO  
PURCHASING DIVISION

Section D- Floor Cleaning Products/Buffer pads				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	24/7 Floor Finish Hi Gloss (5gl) State: Qty/Case <u>5 GAL</u>	Gallon	\$ 17.20	NCL- 24/7 HI GLOSS FINISH # 0593PL
D - 2	Carpet Shampoo State: Qty/Case <u>4 GALS</u>	Gallon	\$ 13.02	FKLF538022 CT SUPER CARPET SHAMPOO
D - 3	Carpet Stain Remover State: Qty/Case <u>6-32oz</u>	Case	\$ 56.84	DVD 994350 CARPET STAIN REMOVER
D - 4	Wax floor Finish State: Qty/Case <u>4 GAL</u>	Gallon	\$ 14.17	BNK 3404F BOARDWALK HIGH TRAFFIC FLOOR WAX
D - 5	10" Buffer Pads (for auto scrubbers — recreation centers State: Qty/Case <u>5</u>	Case	\$ 8.25	PAD 4012 FLOORPADS FOR SCRUBBERS
D - 6	Eraser Floor Stripper State: Qty/Case <u>4 GALS</u>	Gallon	\$ 13.89	BAREBONES STRIPPER 10-1 KATIO
D - 7	Chewing Gum Remover State: Qty/Case <u>12 GALS</u>	Case	\$ 40.50	BNK 353 ACT CHEWING GUM REMOVER
D - 8	20in. Floor pads 5/case (white, red, natural, black, blue) Qty/Case <u>5</u>	Case	\$ 17.97	4020 PADS, RED, WHITE, BLACK NATURAL
D - 9	Oil base dust mop treatment Aerosol ( 12/20 ✓ oz)	Gallon CASE	\$ 58.98	AMRA 81020 AEROSOL
D - 10	Flexi-Clean rubber floor cleaner ( Rec. Centers) Qty/Case <u>4 GALS</u>	Case	\$ 50.44	NCL- FLEXI-CLEAN
D - 11	Flexi-Sheen rubber floor sealer (Rec. Centers) Qty/Case <u>4 GALS</u>	Case	\$ 60.40	NCL- FLEXI-SHEEN
D - 12	Nu-Look wood maintainer ( Gyms Rec. Centers) Qty/Case <u>4 GALS</u>	Case	\$ 35.52	NCL- NU-LOOK, MAINTAINER FOR WOOD FLOORS
	TOTAL		\$ 387.18	





**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section E - Disinfectants And Cleaners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E - 1	Pine Disinfectant State: Qty/Case <u>6 gal</u>	Gallon	\$ <u>5.10</u>	PINE Disinfectant CLEANER #2949
E - 2	Ajax Cleaner State: Qty/Case <u>24/21oz</u>	Case	\$ <u>24.97</u>	CAL-14278 AJAX POWDERED CLEANER
E - 3	Bleach State: Qty/Case <u>6</u>	Case	\$ <u>10.30</u>	#1667 BLEACH
E - 4	Glass Cleaner State: Qty/Case <u>4</u>	Gallon	\$ <u>3.85</u>	21021 Glass cleaner
E - 5	Armor Plate/Armor All State: Qty/Case <u>6-28oz</u>	Gallon / Case ✓	\$ <u>47.25</u>	ARM 10228CT ARMOR-ALL
E - 6	RTU Disinfecting Cleaner State: <u>12/32oz/cs</u>	Case	\$ <u>29.85</u>	DVD100924637 RTU Disinfecting CLEANER
E - 7	Furniture Polish Lemon Oil State: Qty/Case <u>12</u>	Case	\$ <u>39.95</u>	BWL 346ACT FURNITURE POLISH
E - 8	Urinal Blocks State:	Dozen	\$ <u>7.72</u>	FRS12T05SCH Urinal blocks
E - 9	Urinal Screen with block State:	Dozen	\$ <u>15.90</u>	MUS - Urinal Screen w/ Block
E-10	Lysol Disinfectant Spray 12/20 oz Qty/case <u>12/20oz</u>	Case	\$ <u>72.98</u>	04650- ORIGINAL LYSOL Disinfecting Spray
E-11	Cyclone Tile & Grout Cleaner Qty/Case <u>4 gals</u>	Gallons	\$ <u>16.02</u>	CYCLONE tile/GROUT CLEANER
E-12	Corral Mild Acid Cleaner Qty/Case <u>12 QTS</u>	Case	\$ <u>38.40</u>	Corral Acid Cleaner
E-13	Nature's Solution Enzymatic Cleaner for (Rec. Centers) Qty/Case <u>12 QTS</u>	Case	\$ <u>37.97</u>	NATURE'S Solution ENZYMATIC CLEANER
E-14	Neutral Q Hospital Disinfectant for all floors Qty/Case <u>4 gals</u>	Case	\$ <u>39.81</u>	Neutral Q Hospital Disinfectant FOR FLOORS - 1 gal MAKES 64 GALS
E-15	Neutracide 256 Hospital Disinfectant for all floors Qty/ Case <u>4 gals</u>	Case	\$ <u>74.45</u>	Neutracide 256 Hospital Grade Disinfectant 1 gal MAKES 256 GALS
	<b>TOTAL</b>		\$	

464.52

*[Handwritten Signature]*



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section F — Mops/Bucket/Wringer</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F-1	Cotton Mop 16 oz.	Each	\$ 2.78	2016C - Boardwalk
F-2	Cotton Mop 24 oz.	Each	\$ 3.98	2024C - Boardwalk
F-3	Cotton Mop 32 oz	Each	\$ 5.14	2032C - Boardwalk
F-4	Rayon Mop 16 oz	Each	\$ 3.62	2016R - Boardwalk
F-5	Rayon Mop 24 oz.	Each	\$ 4.72	2024R - Boardwalk
F-6	Bucket/Wringer Set Yellow Combo	Each	\$ 55.95	1683- Bucket/Combo
	<b>TOTAL</b>		\$	

76.19

<b>Section G — Trash Liners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G-1	24 x 24 - 6 Micron Liner State: Qty/case: <u>1000</u>	Case	\$ 12.50	H24246N PINNACLE PLASTICS
G-2	24 x 33 - 6 Micron Liner State: Qty/case: <u>1000</u>	Case	\$ 17.90	H24336N PINNACLE PLASTICS
G-3	30 x 37 - 10 Micron Liner State: Qty/case: <u>500</u>	Case	\$ 19.98	H303710N PINNACLE PLASTICS
G-4	33 x 40 - 16 Micron Liner State: Qty/case: <u>250</u>	Case	\$ 19.70	H334016N PINNACLE PLASTICS
G-5	43 x 48 - 16 Micron Liner State: Qty/case: <u>200</u>	Case	\$ 22.47	H434816N PINNACLE PLASTICS
G-6	43 x 48 - 16 Micron Liner State: Qty/case: <u>200</u>	Case	\$ 22.47	SAME AS ABOVE
G-7	38 x 60 - 22 Micron HD Liner State: Qty/case: <u>150</u>	Case	\$ 27.90	H386022N PINNACLE PLASTICS
G-7	38 x 60 - 17 Micron XHD Liner State: Qty/case: <u>200</u>	Case	\$ 23.10	H386014N PINNACLE PLASTICS
G-8	36 x 63 Clear - 4 Mil Liner State: Qty/case: <u>50</u>	Case	\$ 37.50	#4353 - INTERPLAST PLASTICS
G-9	43 x 47 H-HVY White Trash Bag State: Qty/case: <u>100</u>	Case	\$ 18.35	#2475 - INTERPLAST PLASTICS
G-10	33 x 39 H-HVY White Trash Bag State: Qty/case: <u>150</u>	Case	\$ 17.30	#2467 - INTERPLAST PLASTICS
G-11	Napco NR386022K 22 Micron Black lines 150/cs State: Qty/Case: _ _ _	Case	\$ 27.90	#H386022K BLACK PINNACLE PLASTICS
	<b>TOTAL</b>		\$	

267.07

*[Handwritten Signature]*



CITY OF LAREDO  
PURCHASING DIVISION

Section H - Towels And Toilet Tissue				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H -1	Brown MF Towels 4000/case State: Qty/case: <u>4000</u>	Case	\$ <u>16.70</u>	SOUTH FLORIDA PAPER CO. MTK-250
H -2	White MF Towels 4000/case State: Qty/case: <u>4000</u> State: ft/roll:	Case	\$ <u>18.10</u>	SOUTH FLORIDA PAPER CO MT 250
H -3	White CF Towels 2400/case State: Qty/case: <u>2400</u> State: ft/roll:	Case	\$ <u>19.31</u>	GEN-1510 ESSENDANT GROUP
H -4	Brown Roll Towels 12 roll/350/case State: Qty/case: <u>6 rolls</u> State: ft/roll: <u>800'</u>	Case	\$ <u>18.96</u>	SOUTH FLORIDA PAPER CO. TK8000 BROWN 6 rolls of 800' is more than 12x350'
H -5	White Roll Towels 12 roll/350/case State: Qty/case: <u>6 rolls</u> State: ft/roll: <u>800'</u>	Case	\$ <u>24.48</u>	2798- CASCADE PAPER WHITE 6 rolls of 800' is more than 12 rolls / 350
H -6	CP-1420 Center Pull Towels 6 roll/660'/2 ply/case State: Qty/case: <u>6 rolls 2ply</u> State: ft/roll: <u>600'</u>	Case	\$ <u>19.68</u>	SOUTH FLORIDA PAPER CO. CP625002
H -7	2 PLY 96 Roll Toilet Tissue 500 sheet/roll State: Qty/case: <u>96 rolls</u>	Case	\$ <u>25.98</u>	SOUTH FLORIDA PAPER CO. BT-500 Embossed
H -8	Facial Quality 2 Ply, 96 Roll Toilet tissue State: Qty/case: <u>96 rolls</u> <u>2ply Facial Quality</u>	Case	\$ <u>28.99</u>	GJD-2540096

NEXT PAGE

*[Handwritten Signature]*



**CITY OF LAREDO  
PURCHASING DIVISION**

H-9	9" Jumbo Toilet Tissue 2 Ply 12 roll/case  State: Qty/case: <u>12 rolls</u>	Case	\$  <u>18.80</u>	<u>JRT 42 6502</u> <u>SOUTH PAPER CO</u> <u>FLORIDA</u>
H-10	12" Jumbo Toilet Tissue 2 Ply 6 roll/case  State: Qty/case: <u>6 roll</u>	Case	\$  <u>21.14</u>	<u>GEN 1513</u> <u>ESSENDANT GROUP</u>
TOTAL			\$	

212.14

Company Name: PATRIA OFFICE / JANITORIAL Supplies

Owner/President Name: JORGE GONZALEZ

Company Address: 301 E. CALTON RD.

City, State, Zip Code: LAREDO, TEXAS 78041

Company Authorized Representative's Signature: \_\_\_\_\_

Company Representative's Name: ALEXIS LANDIN

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Required Submittals**

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

**22.1 Vendor Information Sheet (Tab A)**

Completed and signed by authorized company representative

**22.2 Section I - Overview of Company** The reputation of the bidder; overview of company, business strategy It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

22.2.1 Provide an overview of your company.

22.2.2 Estimated delivery time upon receipt of order # 2 working days.

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

Name of Business	Contact Representative	Phone Number
1.) <u>TEXAS WORKFORCE SOLUTIONS</u>	<u>RICARDO VARGAS</u>	<u>956-794-6500</u>
2.) <u>Webb County</u>	<u>Liliana Maldonado</u>	<u>956-523-4130</u>
3.) <u>CITY OF LAREDO</u>	<u>ARACELI LEON</u> <u>VERONICA LOPEZ</u> <u>MIKE CHAPA</u>	<u>956-729-4610</u>

**22.3 Section II** An evaluation of the pricing to the City of Laredo.

Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

**22.3.1 Price Schedule**

Provide proposed pricing for all the services listed.

<b>List Proposed Format</b>		
Fixed Price Schedule	✓	
Cost Plus percentage	%	
Discount from List (percentage)	<u>30</u> %	<u>ON ITEMS THAT DO NOT APPEAR ON THE BID.</u>
Medium provided: (electronic, internet, etc.)		
Catalogue:		

**22.4 Section III-Bidders Past Relationship with the City of Laredo.**

22.4.1 Describe you past business relationship with the City of Laredo. - good relationship w/ all depts / Purchasing

22.4.2 Describe you past business relationships with any other governmental agency. HAVE DONE BUSINESS W/ WEBB COUNTY FOR OVER 35 YRS

*[Handwritten Signature]*



**Sept.27 2016**

**PATRIA OFFICE SUPPLIES  
JANITORIAL DIVISION  
301 E. CALTON RD.  
LAREDO, TEXAS 78041**

**Company Overview**

**Patria Office Supplies has been doing business since 1984, locally owned with free deliveries to a vast number of customers. We have been in business for over 31 years, And we have experience you can trust.**

**We also provide internet ordering, and we do not have minimum orders. We are very flexible on all returns, And with the Janitorial Division you can make us your one-stop for all your business needs. We provide contract pricing along with Bid pricing, and also special price quotes to all of our customers. We are here to make your job easier.... We always have service after the sale. Patria is here to stay and serve our customers with the best customer service you could ask for.**

**Patria carries in inventory products from all national brands, with products that are considered some of the best in the market place. Please allow Patria Office Supplies continue doing business and the best personal care for the City Of Laredo. Our Salesrep Alex Landin has been doing business with the city of laredo for over 35 years and will continue to do so**

**Thank you,  
From the staff at Patria Office Supplies**



**BUSINESS REFERENCES 2016**

**PATRIA OFFICE SUPPLIES  
JANITORIAL DIVISION  
301 E. CALTON RD.  
LAREDO TEXAS 78041**

**BUSINESS REFERENCES:**

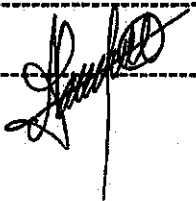
-----  
**TEXAS WORKFORCE SOLUTIONS  
2389 SAUNDERS  
ATTN: RICARDO VARGAS  
956-794-6500**

-----  
**CITY OF LAREDO  
ALL PARKS AND LEISURE DEPTS.  
ALBERTO GARCIA - 956-729-4610  
VERONICA LOPEZ - 956- 729-4604  
ALBERT RAMIREZ - 956-753-3600  
LETY SALDANA (PURCHASING) 956-794-1732**

-----  
**CITY OF LAREDO  
INT'L AIRPORT  
5210 BOB BULLOCK  
ATTN: ROBERTO RAMIREZ  
956-337-2798**

-----  
**WEBB COUNTY - PURCHASING  
1100 WASHINGTON  
ATTN : LILIANA  
956-523-4125 / 956-523-4130 DIRECT LINE**

-----  
**ALEX LANDIN**

-----09-27-2016



CITY OF LAREDO  
PURCHASING DIVISION

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

Name

Luis Gonzalez

Signature

[Signature]

Date

9-27-16

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



CITY OF LAREDO  
PURCHASING DIVISION

29.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

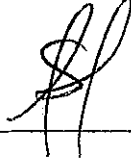
AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Luis Gonzalez  
(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 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.

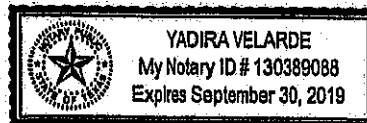
  
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 27 day of Sep 20 16

Yadira Velarde  
Notary Public

My commission expires:

September 30, 2019





30.0 Tab E



## City of Laredo Discretionary Contracts Disclosure

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

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

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

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

First: ALEXIS M.I.  Last: LANDIN Suffix:

**\*2. Contract Information**

- a) Contract or project name: JANITORIAL Supplies Contract FY16-075
- b) Originating department: CITY OF Laredo - Purchasing

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

PATRIA OFFICE / JANITORIAL Supplies  
301 E. CALTON RD  
LAREDO, TX. 78041

**\*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:



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of 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.



CITY OF LAREDO  
PURCHASING DIVISION

**\*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: ALEXIS LANDIN Title: SALES REP.

Company Name or DBA: PATRIA OFFICE Supplies Date: 9/27/2016

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

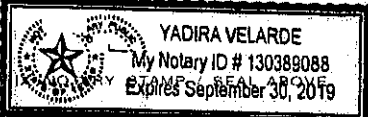

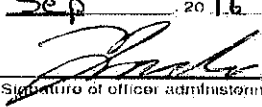
If necessary to mail, sent to:

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



**CITY OF LAREDO  
PURCHASING DIVISION**

31.0 **Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. <input checked="" type="checkbox"/> Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <u>PATRIA OFFICE SUPPLIES 301 E. CALTON LAREDO, TX 78041</u>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <u>CITY OF LAREDO</u>			
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. <div style="text-align: center; font-size: 1.2em;"><u>FY-16-075 JANITORIAL Supplies</u></div>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>			
6 <b>AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
		<div style="text-align: center;">             Signature of authorized agent of contracting business entity         </div>	
Sworn to and subscribed before me, by the said <u>Luis E. Gonzalez</u> this the <u>27</u> day of <u>Sep</u> , 20 <u>16</u> , to certify which, witness my hand and seal of office.		<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">             Signature of officer administering oath         </div> <div style="text-align: center;"> <u>Yadira Velarde</u>            Printed name of officer administering oath         </div> <div style="text-align: center;"> <u>Accountant</u>            Title of officer administering oath         </div> </div>	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015







*City of Laredo*

*Bid*

*FY16-075*

# *Texchem Corporation*

*1502 Farragut St. @ 714 Santa Maria Ave.*

*Phone: 956-723-1221 Fax: 877-524-2110*



*Rosie Reyes*

*Cell: 956-206-4355*

*Rosie@TexchemInc.com*

*RReyes@Hillyard.com*

*September 27, 2016*



CITY OF LAREDO  
PURCHASING DIVISION

26.0 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) Texchem Corporation

Signature Rosie Reyes Date September 27, 2016  
of person authorized to sign bid

Print Name Rosie Reyes  
of person authorized to sign bid

Title: Owner / President

Business Address: 1502 Farragut Street @ 714 Santa Maria Avenue

City, State, Zip Code: Laredo, Texas 78040

Telephone Number: 956-723-1221 Fax Number: 877-524-2110

Contact Person Email Address: Rosie@TexchemInc.com

Federal Tax ID Number: 74-2588168

Bidders Principal/Corporate Place of Business Address: 1502 Farragut Street

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: N/A

State how long under its present business name: 25 Years

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

Texas Chemical Company 1980-1990

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



CITY OF LAREDO  
PURCHASING DIVISION

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):

☒ Yes

No

Disadvantaged Business Enterprise (DBE): Yes

No

Small Disadvantaged Business Enterprise (SDBC):

☒ Yes

No

Other: Please specify \_\_\_\_\_

This company is not a certified minority business: ☐

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

SL



**CITY OF LAREDO  
PURCHASING DIVISION**

**17.0 Payment and Invoicing**

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. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

**18.0 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: 8:00 a.m. to 6:00 p.m. Days of week: Monday - Friday

**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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

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 based on Best Value** to the 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. This contract will be awarded to multiple vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**21.0 Bid Evaluation**

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Required Submittals**

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

**22.1 Vendor Information Sheet (Tab A)**

Completed and signed by authorized company representative

**22.2 Section I - Overview of Company** The reputation of the bidder; overview of company, business strategy. It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

22.2.1 Provide an overview of your company.

22.2.2 Estimated delivery time upon receipt of order # 2-5 working days.

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

Name of Business

Contact Representative

Phone Number

1.) **Laredo Energy Arena**

**Ms. Rosa Garner**

**956-791-9192**

2.) **Bolaños Incorporated**

**Ms. Rosalba Cortez**

**956-722-0976**

3.) **Laredo First Assembly Of God Pastor Greg Liles**

**956-727-7954**

**22.3 Section II** An evaluation of the pricing to the City of Laredo.

Bid pricing shall be a cost plus format. The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful contractor.

**22.3.1 Price Schedule**

Provide proposed pricing for all the services listed.

<b>List Proposed Format</b>		
Fixed Price Schedule	<b>See Hillyard BuyBoard Price List</b>	
Cost Plus percentage		%
Discount from List (percentage)	<b>30-35</b>	%
Medium provided: (electronic, internet, etc.)	<b>Electronic, Internet</b>	
Catalogue:	<b>2016 Catalog</b>	

**22.4 Section III-Bidders** Past Relationship with the City of Laredo.

22.4.1 Describe your past business relationship with the City of Laredo.

22.4.2 Describe your past business relationships with any other governmental agency.



# **TEXCHEM CORPORATION**

## **BID FY16-075 VARIOUS JANITORIAL SUPPLIES CONTRACT**

**PAGE 12B**

### **22.4**

---

#### **22.4.1 DESCRIBE YOUR PAST BUSINESS RELATIONSHIP WITH THE CITY OF LAREDO.**

---

For more than 22 years, Texchem has provided Janitorial Supplies and extensive training for safe and proper chemical use in individual facilities for aesthetics & health.

---

#### **22.4.2 DESCRIBE YOUR PAST BUSINESS RELATIONSHIPS WITH ANY OTHER GOVERNMENTAL AGENCY.**

---

Implemented on site surveys, Building audits, Evaluation on Facility, Standardizing procedures, Custodial Training, and Building plans for maintaining.

Webb County

Uvalde CISD

Pearsall ISD

Crystal City ISD

Carrizo Springs CISD

Laredo Community College

Gateway Community Clinic

---

---

ER



**CITY OF LAREDO  
PURCHASING DIVISION**

**27.0 Tab B Price Schedule**

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

<b>Section A - Brooms/Handles/Dust Pans</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	Warehouse broom	Each	\$ <b>8.27</b>	Wilen / E502028
A - 2	Household broom	Each	\$ <b>7.76</b>	Wilen / E502024
A - 3	Street broom	Each	\$ <b>12.17</b>	Magnolia / 1516
A - 4	Push broom 24in.	Each	\$ <b>15.97</b>	Carlisle / 3621912400
A - 5	Push Broom 36	Each	\$ <b>19.32</b>	HBurg / N27011
A - 6	Lobby dust pan - plastic	Each	\$ <b>7.99</b>	Continental / 912
A - 7	Handle - warehouse broom (wood) metal thread end.	Each	\$ <b>3.47</b>	Hillyard / 22605
	<b>TOTAL</b>		\$	

<b>Section B - Brushes</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B - 1	Plastic Bowl Brush	Each	\$ <b>2.84</b>	Rubbermaid / RUB6310WH
B - 2	Utility Brush 10"	Each	\$ <b>4.27</b>	Carlisle / 3619200
B - 3	Utility Brush 20"	Each	\$ <b>5.94</b>	Carlisle / 3662000
B - 4	31 in. Feather Duster	Each	\$ <b>12.97</b>	Hillyard / 20040
	<b>TOTAL</b>		\$	

<b>Section C - Deodorizers</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C - 1	Time mist metered aerosol for automatic dispensers	Case	\$ <b>37.80</b>	Hillyard 12 /Case <u>7</u> OZ <b>0116355</b>
C - 2	Air Freshener-Assorted Scents	Case	\$ <b>39.78</b>	Hillyard 12 /Case <u>7</u> OZ <b>0108755</b>
	<b>TOTAL</b>		\$	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section D- Floor Cleaning Products/Buffer pads</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	24/7 Floor Finish Hi Gloss (5gl) State: Qty/Case	Gallon	\$ 13.67	Hillyard / 00522
D - 2	Carpet Shampoo State: Qty/Case <u>4 gls</u>	Gallon	\$ 14.88	Hillyard / 00902
D - 3	Carpet Stain Remover State: Qty/Case <u>12</u>	Case	\$ 55.97	Hillyard / 0091004
D - 4	Wax floor Finish State: Qty/Case <u>4</u>	Gallon	\$ 13.47	Hillyard / 00524
D - 5	10" Buffer Pads (for auto scrubbers — recreation centers State: Qty/Case <u>5</u>	Case	\$ 6.75	Hillyard 42210
D - 6	Eraser Floor Stripper State: Qty/Case <u>4</u>	Gallon	\$ 8.27	Hillyard / 0015006
D - 7	Chewing Gum Remover State: Qty/Case <u>12</u>	Case	\$ 29.49	Hillyard / 0103055
D - 8	20in. Floor pads 5/case (white, red, natural, black, blue) Qty/Case <u>5</u>	Case	\$ 19.87	Hillyard / 42220
D - 9	Oil base dust mop treatment Aerosol ( 12/20 oz) <u>12</u>	Gallon	\$ 39.25	Hillyard / 0113555
D - 10	Flexi-Clean rubber floor cleaner ( Rec. Centers) Qty/Case <u>4</u>	Case	\$ 39.90	Hillyard / 000706
D - 11	Flexi-Sheen rubber floor sealer (Rec. Centers) Qty/Case <u>4</u>	Case	\$ 69.97	Hillyard / 0034006
D - 12	Nu-Look wood maintainer ( Gyms Rec. Centers) Qty/Case <u>4</u>	Case	46.68	Hillyard / 0045606
	<b>TOTAL</b>		\$	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section E - Disinfectants And Cleaners</b>				
<b>Item #</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Brand / Stock Number of Item Bid</b>
E - 1	Pine Disinfectant State: Qty/Case <u>4</u>	Gallon	\$ 17.17	Hillyard / 0018506
E - 2	Ajax Cleaner State: Qty/Case <u>12</u>	Case	\$ 31.36	Hillyard / 0010604
E - 3	Bleach State: Qty/Case <u>6</u>	Case	\$ 11.50	PurBrite / KIKBLEACH6
E - 4	Glass Cleaner State: Qty/Case <u>4</u>	Gallon	\$ 4.50	Hillyard / 0080206
E - 5	Armor Plate/Armor All State: Qty/Case _____	Gallon / Case	\$ NO BID	NO BID
E - 6	RTU Disinfecting Cleaner State:	Case	\$ 43.57	Hillyard / 0101904
E - 7	Furniture Polish Lemon Oil State: Qty/Case <u>12</u>	Case	\$ 46.38	Hillyard / 0108254
E - 8	Urinal Blocks State:	Dozen	\$ 7.02	Hillyard / 15036
E - 9	Urinal Screen with block State:	Dozen	\$ 18.46	Hillyard / 15037
E-10	Lysol Disinfectant Spray 12/20 oz Qty/case <u>12</u>	Case	\$ 51.80	Hillyard / 0105554
E-11	Cyclone Tile & Grout Cleaner Qty/Case <u>4</u>	Gallons	\$ 10.91	Hillyard / 0047506
E-12	Corral Mild Acid Cleaner Qty/Case <u>12</u>	Case	\$ 25.80	Hillyard / 0010304
E-13	Nature's Solution Enzymatic Cleaner for (Rec. Centers) Qty/Case <u>4</u>	Case	\$ 47.51	Hillyard / 0047006
E-14	Neutral Q Hospital Disinfectant for all floors Qty/Case <u>12</u>	Case	\$ 51.12	Hillyard / 0101104
E-15	Neutracide 256 Hospital Disinfectant for all floors Qty/ Case <u>4</u>	Case	\$ 49.77	Hillyard / 0017906
<b>TOTAL</b>			\$	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section F — Mops/Bucket/Wringer</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F-1	Cotton Mop 16 oz.	Each	\$ 3.75	Hillyard / 24083
F-2	Cotton Mop 24 oz.	Each	\$ 3.95	Hillyard / 24084
F-3	Cotton Mop 32 oz	Each	\$ 4.97	Hillyard / 24086
F-4	Rayon Mop 16 oz	Each	\$ 4.75	Hillyard / 24241
F-5	Rayon Mop 24 oz.	Each	\$ 5.75	Hillyard / 24573
F-6	Bucket/Wringer Set Yellow Combo	Each	\$ 48.97	Continental / 226312YW
	<b>TOTAL</b>		\$	

<b>Section G — Trash Liners</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G-1	24 x 24 - 6 Micron Liner State: Qty/case: <u>1000</u>	Case	\$ 15.00	Hillyard / LHVA24246N
G-2	24 x 33 - 6 Micron Liner State: Qty/case: <u>1000</u>	Case	\$ 20.13	Hillyard / LHVA24336N
G-3	30 x 37 - 10 Micron Liner State: Qty/case: <u>500</u>	Case	\$ 18.34	Hillyard / LHVA303710N
G-4	33 x 40 - 16 Micron Liner State: Qty/case: <u>250</u>	Case	\$ 19.49	Hillyard / LHVA334016N
G-5	43 x 48 - 16 Micron Liner State: Qty/case: <u>200</u>	Case	\$ 23.98	Hillyard / LHVA434816N
G-6	43 x 48 - 16 Micron Liner State: Qty/case: <u>200</u>	Case	\$ 23.98	Hillyard / LHVA434816N
G-7	38 x 60 - 22 Micron HD Liner State: Qty/case: <u>200</u>	Case	\$ 28.50	Hillyard / LHVA386022N
G-8	38 x 60 - 17 Micron XHD Liner State: Qty/case: <u>200</u>	Case	\$ 28.15	Hillyard / LHVA386017N
G-9	36 x 63 Clear - 4 Mil Liner State: Qty/case: <u>    </u>	Case	\$ NO BID	NO BID
G-10	43 x 47 H-HVY White Trash Bag State: Qty/case: <u>100</u>	Case	\$ 19.79	Hillyard / LXVA234820W
G-11	33 x 39 H-HVY White Trash Bag State: Qty/case <u>250</u>	Case	\$ 19.89	Hillyard / LXVA334016W
G-12	Napco NR386022K 22 Micron Black lines 150/cs State: Qty/Case <u>150</u>	Case	\$ 29.46	Hillyard / LHVA386022K
	<b>TOTAL</b>		\$	



**CITY OF LAREDO  
PURCHASING DIVISION**

<b>Section H - Towels And Toilet Tissue</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H -1	Brown MF Towels 4000/case State: Qty/case: <b>4000</b>	Case	\$ <b>22.37</b>	Von Drehle / VDC548K
H -2	White MF Towels 4000/case State: Qty/case: <b>4000</b> State: ft/roll:	Case	\$ <b>26.57</b>	Von Drehle / VDC548W
H -3	White CF Towels 2400/case State: Qty/case: <b>2400</b> State: ft/roll:	Case	\$ <b>29.37</b>	Hillyard / PAP22014
H -4	Brown Roll Towels 12 roll/350/case State: Qty/case: <b>12</b> State: ft/roll: <b>350</b>	Case	\$ <b>24.65</b>	Hillyard / PAP2208
H -5	White Roll Towels 12 roll/350/case State: Qty/case: <b>12</b> State: ft/roll: <b>600</b>	Case	\$ <b>47.18</b>	Von Drehle / VDC863B
H -6	CP-1420 Center Pull Towels 6 roll/660/2 ply/case State: Qty/case: <b>6</b> State: ft/roll: <b>660</b>	Case	\$ <b>33.67</b>	Hillyard / PAP10115
H -7	2 PLY 96 Roll Toilet Tissue 500 sheet/roll State: Qty/case: <b>96</b>	Case	\$ <b>41.18</b>	Von Drehle / VDCRT500
H -8	Facial Quality 2 Ply, 96 Roll Toilet tissue State: Qty/case: <b>96</b>	Case	\$ <b>47.68</b>	Von Drehle / VDC5022



**CITY OF LAREDO  
PURCHASING DIVISION**

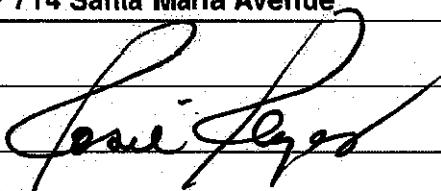
H -9	9" Jumbo Toilet Tissue 2 Ply 12 roll/case  State: _____ Qty/case: <u>12</u>	Case	\$  30.35	Von Drehle / VDC1209
H -10	12" Jumbo Toilet Tissue 2 Ply 6 roll/case  State: _____ Qty/case: <u>12</u>	Case	\$  40.27	Von Drehle / VDC1145
	TOTAL		\$	

Company Name: Texchem Corporation

Owner/President Name: Rosie Reyes

Company Address: 1502 Farragut Street @ 714 Santa Maria Avenue

City, State, Zip Code: Laredo, Texas 78040

Company Authorized Representative's Signature: 

Company Representative's Name: Rosie Reyes

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





**CITY OF LAREDO  
PURCHASING DIVISION**

**28.0    Tab C- Conflict of Interest Disclosure**

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

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

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

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

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

Rosie Reyes

Name

*Rosie Reyes*

Signature

September 26, 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.

Rosie Reyes

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

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.

*Rosie Reyes*

Signature of person doing business with the governmental entity

September 26, 2016

Date



CITY OF LAREDO  
PURCHASING DIVISION

29.0 Tab D

AFFIDAVIT

Object:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Rosie Reyes  
(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 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.

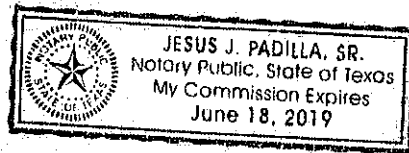
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 26 day of Sept 2016.

Notary Public

My commission expires:

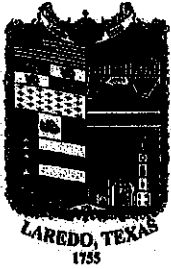
June 18, 2019





CITY OF LAREDO  
PURCHASING DIVISION

30.0 Tab E



## City of Laredo Discretionary Contracts Disclosure

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

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

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

First: <b>Rosie</b>	M.I. _____	Last: <b>Reyes</b>	Suffix: _____
---------------------	------------	--------------------	---------------

a) Contract or project name: <b>Bid FY16-075</b>
b) Originating department: <b>Purchasing</b>

3. Name of individual (s) or entity (ies) seeking a contract with the city (i.e. parties to the contract): <b>Rosie Reyes</b>
--

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: <input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. <input type="checkbox"/> Names of partner, parent, or subsidiary business entities:
---

5. List any individuals or entities that will be subcontractors on this contract: <input checked="" type="checkbox"/> Not applicable. No subcontractors will be retained for this contract. <input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission. <input type="checkbox"/> List of subcontractors:
---

6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract: <input checked="" type="checkbox"/> Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract. <input type="checkbox"/> List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:
---



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of the Ethics Code for members of City Council or a city board/commission.
- ☐ I am aware of the following conflict(s) of interest:

**\*Acknowledgements**

**☒ Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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: Rosie Reyes Title: Owner / President

Company Name or DBA: Texchem Corporation Date: September 26, 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

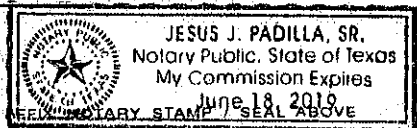
P.O. Box 579

Laredo, Texas 78042-0579



**CITY OF LAREDO  
PURCHASING DIVISION**

31.0 **Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																																							
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.			<b>OFFICE USE ONLY</b>																																							
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Texchem Corporation - Laredo, Texas - USA																																										
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> City of Laredo																																										
<b>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.</b> FY16-075 Various Janitorial Supplies																																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:30%;">4 Name of Interested Party</th> <th rowspan="2" style="width:25%;">City, State, Country (place of business)</th> <th colspan="2" style="width:45%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:22.5%;">Controlling</th> <th style="width:22.5%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																								
		Controlling	Intermediary																																							
<b>5 Check only if there is NO interested Party.</b> <input checked="" type="checkbox"/>																																										
<b>6 AFFIDAVIT</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">  </div> <div style="width: 65%;"> <p style="font-size: small;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</p> <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p style="font-size: large; font-family: cursive;">Rosie Reyes</p> <p style="font-size: small;">Signature of authorized agent of contracting business entity</p> </div> <div style="flex: 1; text-align: right;"> <p style="font-size: large;">26</p> <p style="font-size: small;">day</p> </div> </div> <p style="font-size: small;">Sworn to and subscribed before me, by the said <u>Rosie Reyes</u>, this the <u>26</u> day of <u>SEPTEMBER</u> 20<u>16</u>, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <p style="font-size: large; font-family: cursive;">Jesus J. Padilla</p> <p style="font-size: small;">Signature of officer administering oath</p> </div> <div style="width: 35%;"> <p style="font-size: large;">JESUS J. PADILLA</p> <p style="font-size: small;">Printed name of officer administering oath</p> </div> <div style="width: 30%;"> <p style="font-size: large;">NOTARY</p> <p style="font-size: small;">Title of officer administering oath</p> </div> </div> </div> </div>																																										
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																										

Form provided by Texas Ethics Commission

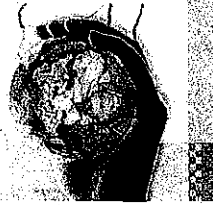
[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015



## Mission

Texchem Corporation has partnered by representing Hillyard Inc., the Cleaning Resource Group, and the Cleaning Resource Network in making it our goal to provide for and understand our customers' changing needs. Our aim is to deliver effective solutions & support combined with the correct services & products while providing an understanding of the details required to bring everything together. We pride ourselves in helping to pass the knowledge of proper procedures and differences to between products & specifications to our customers so as they may make an educated decision on how their needs may be effectively solved.



1502 Farragut Street @  
714 Santa Maria Ave.  
P.O. Box 6234  
Laredo, TX 78042-6234

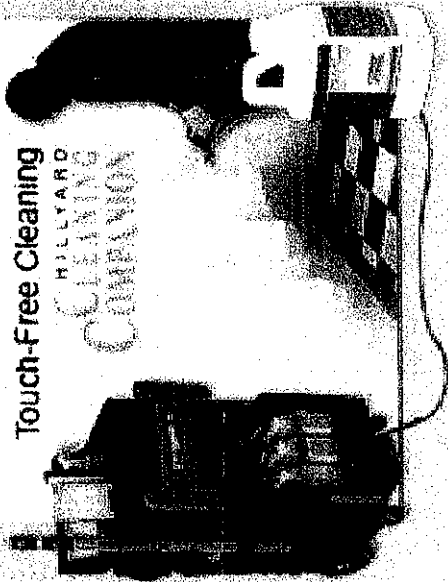
Phone: 956-723-1221  
Fax: 877-524-2110

www.TexchemInc.com  
[Rosie@TexchemInc.com](mailto:Rosie@TexchemInc.com)

Historically Underutilized Business

## Touch-Free Cleaning

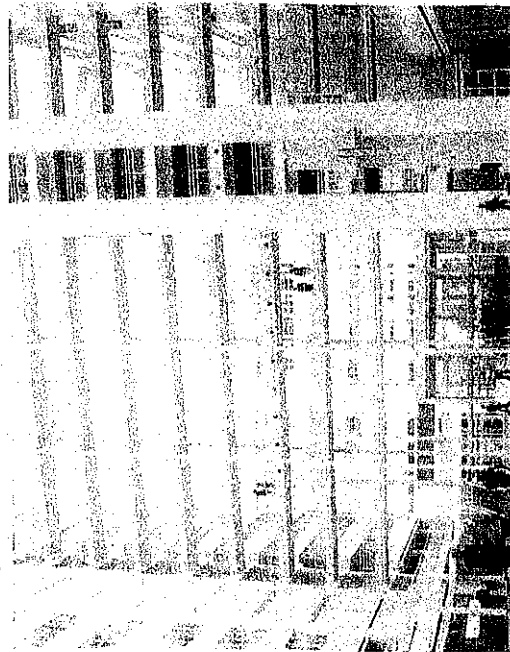
HILLYARD  
CLEANING  
CORPORATION



## Clients

Wherever there is a need for cleanliness, we are there to provide the essential services and products. We strive to understand and exceed our customers' expectations, build long-term relationships, and continuously review and improve our product and service offerings. As consultants and business planners, our customers think of us as being "on their staff, not their payroll."

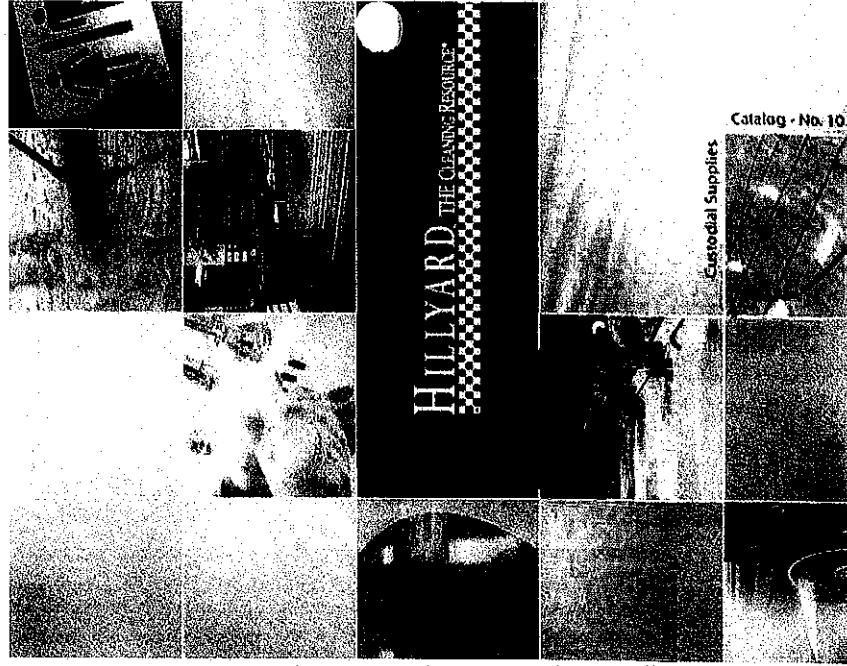
For a list of references, please contact us by eMail 'References@TexchemInc.com' or through our contact listing.



AUTHORIZED DISTRIBUTOR OF

HILLYARD  
THE CLEANING RESOURCE

QUALITY MAINTENANCE SUPPLIES AND SERVICES



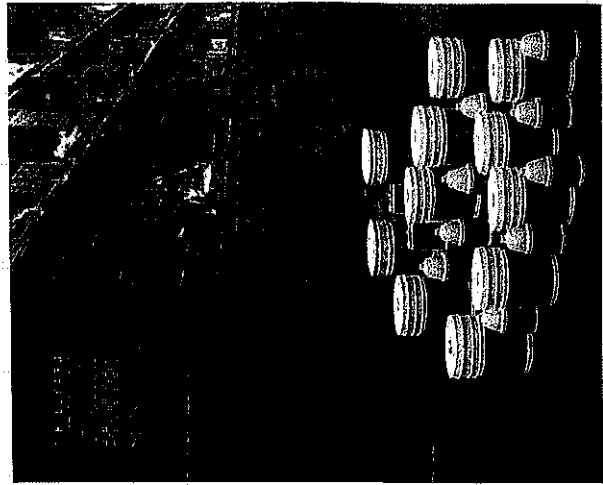
Catalog - No. 101

Custodial Supplies



# About TexChem

Texchem Corporation is located in the historical section of downtown Laredo, TX. Beginning as Texas Chemical Company, founded by Roste Reyes with the help of her husband and sons, we grew to become Texchem Corporation in 1991. Although we follow the strict guidelines required of both high volume and high quality business, we continue to proudly provide the personal customer service and support we've learned necessary to offer satisfactory transactions. We continue to expand and adapt our list of services & products daily and as our customers needs grow. We look forward to supplying our customer's needs and informing both our potential customers and our long-term clients with all pertinent information to help in understanding the specifics of their needs.



*Our goal is to provide our customers with effective links to customized services & resources and knowledge on leading-edge products & equipment to optimally and ultimately excel on our customer's cleaning requirements.*

## Services

- Facility Cleaning Level Audit
- Facility Cleaning Level Improvement Recommendations
- Facility Cleaning Expense Calculation & Recommendations
- Training on Use & Maintenance of Equipment
- Training on Use of Specialty Chemicals
- Training on Specialty Chemical Safety Procedures
- Controlled Use Chemicals
- Controlled Use Proprietary Dispensing Systems
- and much more...



## Products

- Green Cleaning Systems,
- Touch-Free Cleaning,
- Custodial Management
- Wood Sports Floor Expertise,
- Safety Equipment & Supplies,
- Site Cleaning & Maintenance Equipment,
- Chemical Proportioning & Dispensing Systems,
- Specialized Equipment,
- Customized Procedures & Services,
- and much more...



## PROJECTS

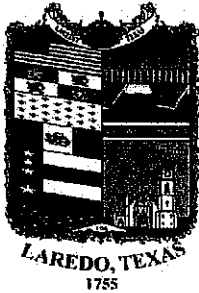
- Floor Maintenance and Procedure Recommendations and products
- Equipment Recommendations and Training
- Chemical Selection Recommendations and Training
- Green Methods of Use of Specialized Equipment without Chemicals
- Minimizing Carbon Footprint caused by Cleaning and Maintenance procedures & products
- Effective Cleaning & Maintenance Staff Training & Guidelines
- Mobile & Specialized Quick Sanitation and Cleaning Equipment







CITY OF LAREDO  
PURCHASING DIVISION



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

#7

**JANITORIAL SUPPLIES CONTRACT  
CITY OF LAREDO DEPARTMENTS**

Revised 8/30/16

**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 purchase of janitorial supplies for various City of Laredo 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](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M** on **September 27, 2016**; and all bids received will be opened and read publicly at **3:00 PM** at the Office of the City Secretary on **September 28, 2016**.

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Janitorial Supplies Contract  
FY16-075**

Bids are to be mailed:  
City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

Hand Delivered:  
City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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



**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 janitorial supplies for various City of Laredo 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.ci.laredo.tx.us](http://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 September 27, 2016** and all bids received will be **opened** and read publicly on **September 28, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Janitorial Supplies - Various Departments  
FY16-075**

**Bids are to be mailed:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

**Hand Delivered:**

City of Laredo – City Secretary  
C/O Heberto "Beto" L. Ramirez  
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 30th DAY OF AUGUST 2016.

*Jefany R. Frankeli* for:  
Heberto "Beto" L. Ramirez  
Acting City Secretary



CITY OF LAREDO  
PURCHASING DIVISION

**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.



CITY OF LAREDO  
PURCHASING DIVISION

**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 the bidder (s) that provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. This contract will be awarded to multiple vendors.
- (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.



CITY OF LAREDO  
PURCHASING DIVISION

---

**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**

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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- (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.



CITY OF LAREDO  
PURCHASING DIVISION

---

**Formal Invitation for Bids  
Janitorial 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 one (1) year supply contract for the purchase of general janitorial supplies. Multiple contracts will be awarded for those items specifically listed on this bid sheet; and a primary and multiple secondary vendors will be selected for all other general janitorial products not specifically listed. All janitorial products will be ordered as required and delivered directly to requesting departments

- 14.1 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: September 13, 2016  
Address: City of Laredo Purchasing Division  
5512 Thomas Ave.  
Laredo, Texas 78041

Purchasing Division contact: Enrique Aldape III (956) 794-1733 or email [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

**15.0 Contract Provisions**

It is the intent of the City to secure a contract for general janitorial supplies required by the different city departments. The successful bidder (s) will be required to provide a janitorial supply catalogue listing items that are readily available for purchase.

- 15.1 The contract award shall be based on an estimated total annual expenditure by all city departments of \$100,000.00. There is no "guaranteed annual contract volume".
- 15.2 There are approximately 56 end users ordering.
- 15.3 The average order size is \$ 1,000.00.
- 15.4 There are sixty locations. (See attachment A).
- 15.5 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 a primary and secondary vendor will be selected for all other general janitorial products not specifically listed. For the purpose of low bid determination for the primary and secondary vendors, the City will select approximately twenty five (25) general janitorial products to determine the City's contract vendor. Using the proposed cost schedule, an evaluation will be made and a bid tabulation will be prepared to determine which vendor offered the lowest price for the highest percentage of items. The schedule may be a net pricing format, discount from list, or a cost plus. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid.
- 15.6 The contract vendor is encouraged to provide this price schedule on an electronic format (usb drive, or cd). 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.
- 15.7 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.



CITY OF LAREDO  
PURCHASING DIVISION

---

**17.0 Payment and Invoicing**

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. To avoid payment delays, invoices shall be submitted within a minimum of five working days after delivery of merchandise. Originals shall be mailed to the City of Laredo Accounts Payable. All invoices have a 30-day term from receipt of order.

**18.0 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: 7:30 a.m. to 5pm p.m. Days of week: Monday - Friday

**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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

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 based on Best Value** to the 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. This contract will be awarded to multiple vendors.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**21.0 Bid Evaluation**

The City of Laredo may accept and order negotiations with the selected proponent, or may reject the recommendation and order the re-issuance of another bid.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.



**CITY OF LAREDO  
PURCHASING DIVISION**

- 21.2 Multiple contacts will be awarded for those items specifically listed on this bid sheet.
- 21.3 In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:
- 21.4 The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	25%
II	An evaluation of the pricing to the City of Laredo.	70%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	5%

21.4.1 Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

21.4.2 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy. Minimum of three References. Delivery.	8	25%	2.0
II	An evaluation of the pricing to the City of Laredo.	6	70%	4.2
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	5%	0.4
<b>Total Raw Point</b>				<b>6.6</b>
<b>Total Raw Point x 10 (True Evaluation Points) Evaluation Score</b>				<b>66</b>



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**23.0 Disclosure of Interested Parties**

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

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

**24.0 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](mailto:mpescador@ci.laredo.tx.us) or [caldape@ci.laredo.tx.us](mailto:caldape@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.

**25.0 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**



CITY OF LAREDO  
PURCHASING DIVISION

26.0 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) MATERA PAPER CO

Signature [Signature] Date 9/23/16  
of person authorized to sign bid

Print Name SYLVIA HERRERA  
of person authorized to sign bid

Title: SALES

Business Address: 835 N. W W WHITE RD

City, State, Zip Code: SAN ANTONIO, TX 78219

Telephone Number: 210-892-5201 Fax Number: 361-857-6776

Contact Person Email Address: sylviaherrera@materapaper.com

Federal Tax ID Number: 74-2382166

Bidders Principal/Corporate Place of Business Address: TEXAS 835 N. W W WHITE RD SAN ANTONIO

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: N/A

State how long under its present business name: (SINCE 1957) 59 yrs

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



**CITY OF LAREDO  
PURCHASING DIVISION**

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

Is any litigation pending against the Business? Yes / No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**27.0 Tab B Price Schedule**

The City's net price shall be F.O.B City of Laredo facilities, freight pre-paid.

<b>Section A - Brooms/Handles/Dust Pans</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
A - 1	Warehouse broom	Each	\$ <u>5.00</u>	ALAMO Broom AB-34Broom Heavy Duty Warehouse Broom
A - 2	Household broom	Each	\$ <u>4.60</u>	JOELL 00-MATF11601M MAXI SLANT ANGLE Broom
A - 3	Street broom	Each	\$ <u>7.05</u>	CARLISLE CR-36219416 16' PALMYRA STREET Broom
A - 4	Push broom 24in.	Each	\$ <u>7.90</u>	LW-2024SL 24" Medium Push Broom
A - 5	Push Broom 36	Each	\$ <u>N/B</u>	
A - 6	Lobby dust pan - plastic	Each	\$ <u>7.90</u>	CONTINENTAL CN-912BK LOBBY DUST PAN
A - 7	Handle - warehouse broom (wood) metal thread end.	Each	\$ <u>2.79</u>	ABCO AB-01123 60" metal THREADED TIP
<b>TOTAL</b>			\$ <u>35.24</u>	

<b>Section B - Brushes</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
B - 1	Plastic Bowl Brush	Each	\$ <u>2.34</u>	CARLISLE CR361015 11" TOILET BOWL BRUSH ROUND
B - 2	Utility Brush 10"	Each	\$ <u>2.89</u>	CARLISLE CR-3650514 8.5 Poly Utility Brush BLUE
B - 3	Utility Brush 20"	Each	\$ <u>4.69</u>	CARLISLE CR-36505 20" Poly Utility Brush BLUE
B - 4	31 in. Feather Duster	Each	\$ <u>5.88</u>	LSP27DEC OSTRICH FEATHER DUSTER 27"
<b>TOTAL</b>			\$ <u>15.80</u>	

<b>Section C - Deodorizers</b>				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
C - 1	Time mist metered aerosol for automatic dispensers	Case	\$ <u>32.65</u>	12/Case <u>7</u> OZ HOSPERO
C - 2	Air Freshener-Assorted Scents	Case	\$ <u>36.10</u>	SPARTAN 12/Case <u>16</u> OZ
<b>TOTAL</b>			\$ <u>68.75</u>	



CITY OF LAREDO  
PURCHASING DIVISION

Section D- Floor Cleaning Products/Buffer pads				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
D - 1	24/7 Floor Finish Hi Gloss (5gl) State: Qty/Case	Gallon	\$ 82.88/pl 16.576/q1	NCL 24/7 NL-059321
D - 2	Carpet Shampoo State: Qty/Case <u>4 gal/cs</u>	Gallon	\$ 51.68/cs 12.92/q1	Proctor Gambe PG-57472 CARPET EXTRACTION CUBE/SANITIZER
D - 3	Carpet Stain Remover State: Qty/Case <u>12 qt</u>	Case	\$ 28.90	BT-42512 FIBER PRO SPOT BET
D - 4	Wax floor Finish State: Qty/Case <u>5 gal/pl</u>	Gallon	\$ 14.85/q1 74.25 pl	BT-66005 BETCO HYBRID OPTICAL BRITE FINISH BETCO
D - 5	10" Buffer Pads (for auto scrubbers — recreation centers State: Qty/Case <u>5/cs</u>	Case	\$ No B.O	
D - 6	Eraser Floor Stripper State: Qty/Case <u>5 gal/pl</u>	Gallon	\$ 9.92/q1 49.60/pl	BETCO BT-15405 AX 1T Hvy Dty Stripper
D - 7	Chewing Gum Remover State: Qty/Case <u>12/ 7oz</u>	Case	\$ 34.95	QU-228 FREE IT Gum Remover QUEST
D - 8	20in. Floor pads 5/case (white, red, natural, black, blue) Qty/Case <u>5/cs</u>	Case	\$ 13.79	MP-SELECT 20" FLOOR PADS
D - 9	Oil base dust mop treatment Aerosol ( 12/20 oz) <u>12/14oz</u>	Gallon	\$ 41.04/cs	QU-225 QUEST VELASHEEN
D - 10	Flexi-Clean rubber floor cleaner ( Rec. Centers) Qty/Case <u>4 gal/cs</u>	Case gallon	\$ 12.48/q1 49.92/cs	NL-261029 FLEXI CLEAN RUBBER FLOOR NCL
D - 11	Flexi-Sheen rubber floor sealer (Rec. Centers) Qty/Case <u>4 gal/cs</u>	Case	\$ 61.17/cs	NL-261229 FLEXI SHEEN Rubber Floor NCL SLR.
D - 12	Nu-Look wood maintainer ( Gyms Rec. Centers) Qty/Case _____	Case	3048/cs	SP-58284 WOODFORCE MAINTAINER SPARTAN 4 gal/cs
TOTAL			\$ 277.076	



CITY OF LAREDO  
PURCHASING DIVISION

**Section E - Disinfectants And Cleaners**

Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
E-1	Pine Disinfectant State: Qty/Case _____	Gallon	\$ <u>6.68</u>	AR-9688 PINE PLUS NEUTRAL (ARROT) DISINFECTANT 4 gal/cs
E-2	Ajax Cleaner State: Qty/Case <u>24/2102</u>	Case	\$ <u>25.90</u>	BZ-14278 AJAX POWDER CLR
E-3	Bleach State: Qty/Case _____	Case	\$ <u>10.79/cs</u>	BZ-KIK BLEACH 6 PURE BRITE GERMICIDAL BLECH
E-4	Glass Cleaner State: Qty/Case _____	Gallon	\$ <u>3.34</u>	MP-MA022314AB MPC SELECT GLASS CLR
E-5	Armor Plate/Armor All State: Qty/Case _____	Gallon / Case	\$ <u>N/B</u>	
E-6	RTU Disinfecting Cleaner State: <u>12/cs</u>	Case	\$ <u>24.87</u>	BT-31112 FIGHT BAC RTU D.SF.
E-7	Furniture Polish Lemon Oil State: Qty/Case <u>12/1802</u>	Case	\$ <u>34.75</u>	SP-6120 1802 CITRO SHIELD
E-8	Urinal Blocks State:	Dozen	\$ <u>7.44</u>	HS-06411 402 CHERRY PARA BLOCK
* E-9	Urinal Screen with block State:	Dozen	\$ <u>16.67</u> \$ <u>17.90</u>	HS-01901 CHERRY SCREEN w/ BLOCK *ALT FS-3WDSM WAVE 3D (NO BIK 10/PK)
E-10	Lysol Disinfectant Spray 12/20 oz Qty/case <u>12/1902</u>	Case	\$ <u>54.88</u>	CL-38504 CLOROX DISINFECTING SPRAY *NO BLEACH
E-11	Cyclone Tile & Grout Cleaner Qty/Case <u>4 gal/cs</u>	Gallons	\$ <u>65.40/cs</u> <u>16.25/gal</u>	NCL NL-251629 Cyclone T. F/GRT
E-12	Corral Mild Acid Cleaner Qty/Case <u>12 QTS/cs</u>	Case	\$ <u>29.25</u>	BETCO STIX BT-76120 PHOSPHORIC ACID
E-13	Nature's Solution Enzymatic Cleaner for (Rec. Centers) Qty/Case <u>12 QTS/cs</u>	Case	\$ <u>29.56</u>	SPARTAN CONSUME NATURE'S WAY SP-3197
E-14	Neutral Q Hospital Disinfectant for all floors Qty/Case <u>4 gal/cs</u>	Case	\$ <u>11.70/gal</u> <u>46.80/cs</u>	SPARTAN SP12024 HQGN NEUTRAL Disf.
E-15	Neutracide 256 Hospital Disinfectant for all floors Qty/ Case <u>4 gal/cs</u>	Case	\$ <u>84.90</u>	BETCO PH7QULTRA DISINFECTANT BT-32504
TOTAL			\$ <u>392.00</u>	

393.31

\*E-9 WAVE 3D SCREEN CUT DOWN 80% BACK SPLASH  
AND GUARANTEED SCENT FOR 30 DAYS



CITY OF LAREDO  
PURCHASING DIVISION

Section F — Mops/Bucket/Wringer				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
F-1	Cotton Mop 16 oz.	Each	\$ 1.80	ABCO AB-CM20016 16oz Cotton Mop
F-2	Cotton Mop 24 oz.	Each	\$ 2.65	ABCO AB-CM20024 24oz Cotton Mop
F-3	Cotton Mop 32 oz.	Each	\$ 3.45	ABCO AB-CM20032 32oz Cotton Mop
F-4	Rayon Mop 16 oz.	Each	\$ 2.25	OPREL OD-2116F 16oz Rayon Mop
F-5	Rayon Mop 24 oz.	Each	\$ 3.80	OPREL OD-2124F 24oz Rayon Mop
F-6	Bucket/Wringer Set Yellow Combo	Each	\$ 4.22	OPREL OD-2132B 32oz Rayon Mop
	TOTAL		\$ 17.97	

Section G — Trash Liners				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
G-1	24 x 24 - 6 Micron Liner State: Qty/case: 1000	Case	\$ 11.20	MPC MP-H242406N HDCLR LINER 1000/cs
G-2	24 x 33 - 6 Micron Liner State: Qty/case: 1000	Case	\$ 14.98	MPC MP-H243306N HDCLR LINER 1000/cs
G-3	30 x 37 - 10 Micron Liner State: Qty/case: 500/cs	Case	\$ 14.98	MPC MP-SV3037N10 20-30 GAL NATURAL 500/cs
G-4	33 x 40 - 16 Micron Liner State: Qty/case: 250	Case	\$ 15.30	MPC MP-SV3340N16 250/cs
G-5	43 x 48 - 16 Micron Liner State: Qty/case: 200/cs	Case	\$ 20.90	MPC SB-C434816N 200/cs
G-6	43 x 48 - 16 Micron Liner State: Qty/case: 200/cs	Case	\$ 20.90	MPC SB-C434816N 200/cs
G-7	38 x 60 - 22 Micron HD Liner State: Qty/case: 150/cs	Case	\$ 21.40	INTERPLAS IP-5386022N
G-7	38 x 60 - 17 Micron XHD Liner State: Qty/case: 200	Case	\$ 21.90	INTERPLAS IP-538607N
G-8	36 x 63 Clear - 4 Mil Liner State: Qty/case: 50/cs	Case	\$ 46.95	HOUSTON Poly 38x63 4 mil
G-9	43 x 47 H-HVY White Trash Bag State: Qty/case: 100/cs	Case	\$ 13.10	INTERPLAS IP-5L4347XHW
G-10	33 x 39 H-HVY White Trash Bag State: Qty/case: 150/cs	Case	\$ 11.60	INTERPLAS IP-5L3339XHW
G-11	Napco NR386022K 22 Micron Black lines State: Qty/Case: 150/cs	Case	\$ 22.30	INTERPLAS IP-5386022K
	TOTAL		\$ 214.61	



CITY OF LAREDO  
PURCHASING DIVISION

Section H - Towels And Toilet Tissue				
Item #	Description	UOM	Unit Price	Brand / Stock Number of Item Bid
H -1	Brown MF Towels 4000/case State: Qty/case: <u>4000</u>	Case	\$ <u>18<sup>00</sup></u>	Baywest BW480 NATURAL Mfold
H -2	White MF Towels 4000/case State: Qty/case: <u>4000</u> State: ft/roll:	Case	\$ <u>19<sup>50</sup></u>	SOLARIS SI-43513 Mfold BASIC WHITE
H -3	White CF Towels 2400/case State: Qty/case: <u>2400</u> State: ft/roll:	Case	\$ <u>22<sup>85</sup></u>	BAYWEST BW495 CFold EcoSoft white
H -4	Brown Roll Towels 12 roll/350/case State: Qty/case: <u>12 Rolls/cs</u> State: ft/roll: <u>350/roll</u>	Case	\$ <u>18<sup>98</sup></u>	BAYWEST BW462 NATURAL Roll TWS
H -5	White Roll Towels 12 roll/350/case State: Qty/case: <u>12/cs</u> State: ft/roll: <u>425'/roll</u>	Case	\$ <u>33<sup>25</sup></u>	BAYWEST BW-46500 White Roll TWS
H -6	CP-1420 Center Pull Towels 6 roll/660/2 ply/case State: Qty/case: <u>6 rolls/cs</u> State: ft/roll: <u>660'/roll</u>	Case	\$ <u>25<sup>75</sup></u>	BAYWEST BW-06002 CENTER PULL EcoSoft
H -7	2 PLY 96 Roll Toilet Tissue 500 sheet/roll State: Qty/case: <u>96/500</u>	Case	\$ <u>33<sup>60</sup></u>	MPC - MPC-42375 MPC Select 2ply TP 500shts/RL 96rolls/cs
H -8	Facial Quality 2 Ply, 96 Roll Toilet tissue State: Qty/case: <u>306x/100</u>	Case	\$ <u>20<sup>00</sup></u>	SOLARIS Livi SI-11513 2ply facial 1VP6 White FLAT BOX  * Compatible to Kleenex



**CITY OF LAREDO  
PURCHASING DIVISION**

H-9	9" Jumbo Toilet Tissue 2 Ply 12 roll/case  State: Qty/case: <u>12 rls/1000'</u>	Case	\$  <u>22.70</u>	2ply Jumbo 9" MPC Select TT 1000/RL 12/cS MPC MP-MPC1000
H-10	12" Jumbo Toilet Tissue 2 Ply 6 roll/case  State: Qty/case: <u>6 rls/2000'</u>	Case	\$  <u>30.26</u>	2ply Jumbo 12" TT 2000 /RL 6 rls/cS Baywest BW-20020
TOTAL			\$ <u>244.89</u>	

Company Name: MATERA PAPER CO

Owner/President Name: JOHN RICHARDSON

Company Address: 835 N. W W WHITE RD

City, State, Zip Code: SAN ANTONIO, TX 78219

Company Authorized Representative's Signature: 

Company Representative's Name: SYLVIA HERRERA

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



**28.0 Tab C- Conflict of Interest Disclosure**

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

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

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

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

29.0 Tab D

AFFIDAVIT

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

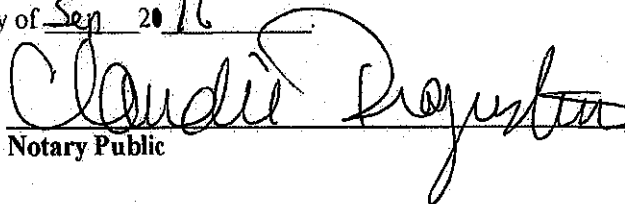
That he/she is \_\_\_\_\_  
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.



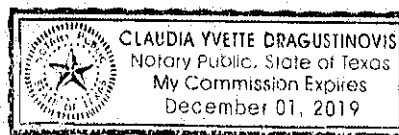
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 24<sup>th</sup> day of Sep 2016

  
Notary Public

My commission expires:

12/01/2019





**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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 2.01 of 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**\*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: SYLVIA HERRERA Title: SALES

Company Name or DBA: MATERA PAPER CO Date: 9/23/16

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

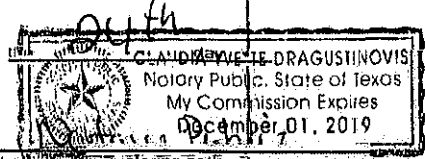
Laredo, Texas 78042-0579



**CITY OF LAREDO  
PURCHASING DIVISION**

**31.0 Tab F**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>			
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.			<b>OFFICE USE ONLY</b>			
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <span style="float: right;"><i>MATELA PAPER CO SAN ANTONIO, TX 78219</i></span>						
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.						
<b>3</b> 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.						
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">Controlling</td> <td style="width: 50%; border: none; text-align: center;">Intermediary</td> </tr> </table>			Controlling	Intermediary
Controlling	Intermediary					
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input checked="" type="checkbox"/></span>						
<b>6 AFFIDAVIT</b> <div style="text-align: right; margin-top: 10px;">             Signature of authorized agent of contracting business entity         </div>						
AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said <u>Sylvia Herrera</u> this <u>16th</u> day of <u>Sept</u> , 20 <u>16</u> , to certify which, witness my hand and seal of office.						
 Signature of officer administering oath		Printed name of officer administering oath <u>Claudia Dragustinovis</u> Title of officer administering oath <u>Notary Public</u>				
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>						





**CITY OF LAREDO  
PURCHASING DIVISION**

---

**32.0 Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M on September 27, 2016**; and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on September 28, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Janitorial Supplies Contract  
FY16-075**

Bids are to be mailed: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall - Third Floor  
P. O. Box 579  
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary  
C/O Heberto "Beto" L. Ramirez  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040



**CITY OF LAREDO  
PURCHASING DIVISION**

**Attachment A**

**DEPARTMENTS**

	INNER CITY REC. CENTER
ACCOUNTS PAYABLE	TARVER REC. CENTER
AIRPORT	LADRILLERA REC. CENTER
ADMINISTRATIVE TRAINING	PURCHASING
ANIMAL CONTROL	PUBLIC WORKS
BUDGET	REAL ESTATE
BRIDGE	RISK
BUILDING CODE	TAX OFFICE
CIVIC CENTER	TRAFFIC SAFETY
COMMUNITY DEV.	TRANSIT
CEMETERY	TELECOMMUNICATION
CITY HALL	UTILITY BILLING
CITY MANAGER	VITAL STATISTICS
CITY COUNCIL	WATERWORKS
CITY SECRETARY	WIC
EL METRO	9-1-1
ENGINEERING DEPT.	3-1-1
ENGINEERING CONTRACTION	
ENGINEERING INSPECTION	
ENVIRONMENTAL SERVICES	
EMPLOYEE WELLNESS	
FIRE DEPARTMENT	
FLEET MAINTENANCE	
FINANCE	
FINANCIAL TASK FORCE	
HEALTH-ADMINISTRATION	
HUMAN RESOURCES	
INFORMATION TECHNOLOGIES	
INTERNAL AUDIT	
LEGAL DEPARTMENT	
LIBRARY	
LAND FILL	
LAREDO CONY. & VISITOR	
MUNICIPAL COURT	
MUNICIPAL HOUSING	
PUBLIC ACCESS CHANNEL	
POLICE DEPT.	
PARKING DIVISION	
PLANNING DEPARTMENT	
PARKS RECREATION	
N.E. HILLSIDE REC. CENTER	<i>Special Instructions for</i>
CIGARROA REC. CENTER	<i>Recreation centers. Delivery</i>
ILACHAR REC. CENTER	<i>Accepted only from 3:00PM to</i>
EL EDEN REC. CENTER	<i>8:00 PM.</i>
FARIAS REC. CENTER	





# City of Laredo



Product #

Description

Case/ Unit

CASE COST

Dilution

Diluted Ready-to Use Costs

1 P&G Dispenser system 1 ea Free

Includes dispenser installed and maintained, MSDS book, OSHA compliant emp "y" shut off valve, training, wall chart, cart cards, lockable wire bracket to hold

PG 32535

2 Spic and Span 3in1 Dis/Glass/AP Clnr 2 1 gl \$91.40/cs 15X

Hospital grade disinfectant

\$45.70/gl

Safe for glass, plexi glass, walls, doors, desks, chrome, plastics, etc

PG 20542

3 Comet Disinfectant Bathroom Cleaner 3 1 gl \$53.91/cs 5X

Hospital grade disinfectant

\$17.97/gl

Removes soap scum, body oils, etc from tubs, showers, toilets, sinks

PG 39949

4 Mr. Clean Floor Cleaner 3 1 gal \$43.20/cs 1:170

Light lemon scent

\$14.40/gl

Removed soils that harm finishes. Safe for all hard floors, including floor finish and wood

PG 57472

5 Carpet Extractor Cleaner 4 1 gal \$52.24/cs 1:64

\$13.06/gl

Matara Paper Co  
835 N. WW White Rd  
San Antonio, Tx 78219  
Rep: Sylvia Herrera (956)266-2174  
Buyboard #490-15



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Osbaldo Guzman, Parks & Recreation Director; John Orfila, Public Works Director; Miguel Pescador, Purchasing Agent

---

**SUBJECT**

Consideration to award a three (3) year contract, FY16-076 to low bidder, South Texas Waste Systems, Laredo, Texas in an estimated annual amount of \$52,230.00. This contract is subject to future appropriations and will provide portable restroom rental services and portable hand washing stations to various City of Laredo departments on an as needed basis. Funding for this contract is available in the respective department budgets. This contract shall take effect on December 2, 2016.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City of Laredo received 2 bids for the purchase of rentals for portable latrines and hand wash stations.

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for two (2) one additional (1) year periods with the same specifications and pricing, upon mutual consent. Funding is available in the respective departmental budgets. Section 1 of contract is for \$49,380 to provide portable restroom rental services and section 2, \$2,850.00 for portable hand wash stations. The estimated yearly total shall be \$52,230.00 Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.



## COMMITTEE RECOMMENDATION

None.

## STAFF RECOMMENDATION

It is recommended that this contract be approved.

---

### Fiscal Impact

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Y  
**Source of Funds:**  
**Account #:** 101-3115-553-3730  
**Change Order: Exceeds 25% Y/N:**

### FINANCIAL IMPACT:

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 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.

Funding is available in the following budgets:

Parks and Leisure: 101-3115-553-3730

Recreations Centers: 101-3125-553-3730

Public Works: City constructions projects

---

### Attachments

Bid Tab

---



**City of Laredo**  
**Bid Tabulation Report**  
**FY16-076**

**Portable Latrines & Hand Wash Station Rentals, Various Departments**

**Portable Latrines**

			A Clean Portco Harlingen, TX		South Texas Waste Systems Laredo, TX	
Description		Qty	Monthly Price	Yearly Price	Monthly Price	Yearly Price
<b>Section I</b>						
1	Portable Toilets Monthly Rental Rates	50	\$ 125.00	\$ 75,000.00	\$ 64.00	\$ 38,400.00
2	Handicap Accessible Portable Toilets Rental Rates	15	\$ 305.00	\$ 54,900.00	\$ 49.50	\$ 8,910.00
3	Portable Toilets Daily Rental Rates	15	\$ 75.00	\$ 13,500.00	\$ 3.00	\$ 45.00
4	Handicap Accessible Portable Toilets Rental Rates	15	\$ 125.00	\$ 22,500.00	\$ 3.00	\$ 45.00
5	Rental Portable Weekend Rates	20	\$ 75.00	\$ 18,000.00	\$ 49.50	\$ 990.00
6	Handicap Accessible Portable Weekend Rental Rates	20	\$ 125.00	\$ 30,000.00	\$ 49.50	\$ 990.00
7	Weekend Requested Service Fees	1	\$ 20.00	\$ 20.00	\$ -	\$ -
8						
			<b>\$ 213,920.00</b>		<b>\$ 49,380.00</b>	

Freight \$ **1,550.00**      Freight \$ **-**  
**\$ 215,470.00**                      **\$ 49,380.00**

**Portable Handwash Stations**

			A Clean Portco Harlingen, TX		South Texas Waste Systems Laredo, TX	
Description		QTY (Days)	Quoted Price	Total Price	Quoted Price	Total Price
<b>Section II</b>						
1	Weekday Rental Rate (M - F)	22	\$ 125.00	\$ 2,750.00	\$ 45.00	\$ 990.00
2	Weekday Rental Rate (Handicap Accessible) (M - F)	8	\$ 175.00	\$ 1,400.00	\$ 45.00	\$ 360.00
3	Weekend Rental Rate (Sat & Sun)	22	\$ 75.00	\$ 1,650.00	\$ 50.00	\$ 1,100.00
4	Weekend Rental Rate (Handicap Accessible) (Sat & Sun)	8	\$ 125.00	\$ 1,000.00	\$ 50.00	\$ 400.00
5						
			<b>\$ 6,800.00</b>		<b>\$ 2,850.00</b>	

Freight \$ **60.00**                      Freight \$ **-**  
**\$ 6,860.00**                              **\$ 2,850.00**







**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pescador,  
Purchasing Agent

---

**SUBJECT**

Consideration to renew annual supply contract number FY14-084 to the following vendors:

1. Chemrite, Inc., Buford, Georgia
2. Brenntag Southwest, Houston, Texas
3. Pencco, Inc., San Felipe, Texas
4. Chemtrade Chemicals, Parsippany, New Jersey
5. Polydyne, Inc., Riceboro, Georgia

for the purchase of water and wastewater treatment chemicals for the Utilities Department. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. Approximately \$2,000,000.00 is spent on an annual basis and contract is subject to future appropriations. This is the first of three extension periods. There will be no price increase during this extension period. All chemicals will be purchased on as needed basis. Funding is available in the Water and Wastewater Treatment Division's operating budgets.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a two year contract on 10/6/14.

**BACKGROUND**

The purchase of these chemicals are used in the water and wastewater treatment process. There will be no price increase during this extension period. This is the first of three extension periods.

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for two, additional two (2) year periods each upon mutual agreement of the City and the vendors. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term.



<b>Vendor</b>	<b>Commodity</b>	<b>Unit Price</b>
Chemrite, Inc.	Calcium Hypochlorite	\$ 1.1540 /lb.
Brenntag Southwest	Liquid Chlorine	\$ 0.2685 /lb.
Pennco, Inc.	Liquid Ferrous Sulfate	\$ 0.0641 /lb.
Chemtrade Chemicals	Liquid Aluminum Sulfate .50	\$ 0.0624 /lb. (Wet)
	Liquid Ammonium Sulfate (.38-.40)	\$ 0.0962 /lb.
	Liquid Ammonium Sulfate	\$ 0.0962 /lb.
Polydyne, Inc.	Anionic Polymer (Clarifloc 210)	\$ 8.4480 /Gallon
	Wastewater Polymer	\$ 0.9000 /lb.
	Cationic Polymer	\$ 0.2980 /lb.

### **COMMITTEE RECOMMENDATION**

None.

### **STAFF RECOMMENDATION**

It is recommended that these contracts be renewed.

---

#### **Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 557-4120-532-3860  
**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Yes  
**Source of Funds:**  
**Account #:** 559-4210-532-3860  
**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, these contracts become null and void.

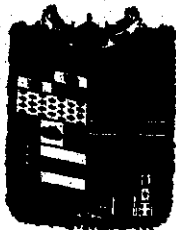
---

#### **Attachments**









**City of Laredo  
Purchasing Division  
Renewal Notice**

October 19, 2016

Mr. James H. Taylor  
Brenntag Southwest, Inc.  
1632 Haden Road  
Houston, Texas 77015

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Mr. Taylor,

Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Liquid Chlorine	\$ 0.2685/lb

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 Pescador  
Purchasing Agent

Xc: Purchasing File

Brenntag Southwest

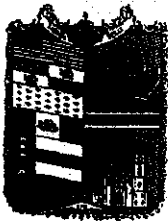
Request a contract extension: ☒ Not request a contract extension: ☐

Authorized Signature: Gayle Tullier

Print Name: Gayle Tullier

Date: October 25, 2016





City of Laredo  
Purchasing Division  
Renewal Notice

October 19, 2016

Ms. Elizabeth Ryno  
Chemtrade Chemicals  
90 East Halsey Road  
Parsippany, New Jersey 07054

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Ms. Ryno,

Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

Description	Unit Price	
Liquid Aluminum Sulfate .50	\$-0.0599/lb-wet <i>EL</i>	NEW: \$0.0624/WET LB
Liquid Ammonium Sulfate (.38-.40)	\$-0.0937/lb- <i>EL</i>	NEW: \$0.0962/LB
Liquid Ammonium Sulfate	\$-0.0937/lb- <i>EL</i>	NEW: \$0.0962/LB

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 Pescador  
Purchasing Agent

Xc: Purchasing File

Chemtrade Chemicals

Request a contract extension: ☒ Not request a contract extension: ☐

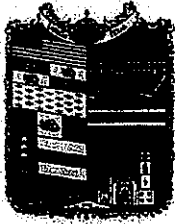
Authorized Signature: *Elizabeth Ryno*

Print Name: ELIZABETH RYNO, MARKETING SPECIALIST

Date: OCTOBER 25, 2016

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956)790-1800 Fax 790-1805





**City of Laredo  
Purchasing Division  
Renewal Notice**

October 19, 2016

Mr. Mark Schlag  
Polydyne Inc.  
1 Chemical Plant Road  
Riceboro, Georgia 31323

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Mr. Schlag,

Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Anionic Polymer (Clarifloc 210)	\$ 8.4480/gallon
Wastewater Polymer	\$ 0.9000/lb
Cationic Polymer	\$ 0.2980/lb

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 Pescador  
Purchasing Agent

Xc: Purchasing File

Polydyne Inc.

Request a contract extension: X Not request a contract extension: \_\_\_\_\_

Authorized Signature: [Signature]

Print Name: March Schlag, Vice-President

Date: 10/21/16





**City of Laredo  
Purchasing Division  
Renewal Notice**

October 19, 2016

Mr. Aaron Opp  
Chemrite Inc.  
5202 Bells Wood Court, Suite 104  
Buford, Georgia 30518

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Mr. Opp,

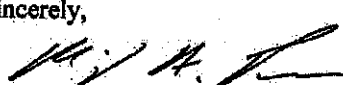
Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Calcium Hypochlorite	\$ 1.1540/lb

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 Pescador  
Purchasing Agent

Xc: Purchasing File

Chemrite Inc.

Request a contract extension: ☒

Not request a contract extension: ☐

Authorized Signature: 

Print Name: Frank J. Opp

Date: 10/24/2016

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956)790-1800 Fax 790-1805





**City of Laredo  
Purchasing Division  
Renewal Notice**

October 19, 2016

Ms. Monica Avila  
Penceco, Inc.  
P.O. Box 600  
San Felipe, Texas 77473

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Ms. Avila,

Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Liquid Ferrous Sulfate	\$ 0.0641/lb

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 Pescador  
Purchasing Agent

Xc: Purchasing File

Penceco Inc.

Request a contract extension: ☒

Not request a contract extension: ☐

Authorized Signature: Sarah Duffy

Print Name: Sarah Duffy

Date: 10/24/16

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956)790-1800 Fax 790-1805



## Enrique Aldape III

---

**From:** Riazul I. Mia  
**Sent:** Thursday, October 20, 2016 10:44 AM  
**To:** Enrique Aldape III  
**Cc:** William Mastin; Tony Moreno; Alonzo Diaz; Jose Chavarria  
**Subject:** Re: FY14-084 Contract Renewal (LAREDO, TX)

Do we have any other options? If not please renew the contract. Thanks

Riazul Mia's iPhone

> On Oct 20, 2016, at 10:29 AM, Enrique Aldape III <[ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)> wrote:

>

> Please advise if you agree with the price increase.

>

> -----Original Message-----

> From: Peters, Paul [<mailto:PPeters@chemtradelogistics.com>]

> Sent: Thursday, October 20, 2016 10:23 AM

> To: Enrique Aldape III

> Cc: Ryno, Beth; Naranjo, Robert

> Subject: RE: FY14-084 Contract Renewal (LAREDO, TX)

>

> Enrique,

>

> Please see attached letter I regards to the renewal request for contract FY14-084.

>

> Regards,

>

> Paul Peters

> Business Manager Southeast Region

> Chemtrade Chemicals US LLC

> [ppeters@chemtradelogistics.com](mailto:ppeters@chemtradelogistics.com)

> 256-318-4452 (mobile)

>

>

>

> -----Original Message-----

> From: Enrique Aldape III [<mailto:ealdape@ci.laredo.tx.us>]

> Sent: Wednesday, October 19, 2016 5:36 PM

> To: Bids

> Subject: FY14-084 Contract Renewal

>

> Good afternoon,

>

> I have attached the renewal notice for contract FY14-084. Please advise if you wish to renew asap.

>

> Thanks

>

>

> Enrique Aldape III

> Administrative Assistant II

> City of Laredo Purchasing Division

> Phone: 956-794-1733



> Fax: 956-790-1805  
>  
> -----Original Message-----  
> From: Toshiba Copier ID  
> Sent: Wednesday, October 19, 2016 5:19 PM  
> To: Enrique Aldape III  
> Subject: Scanned from Prchcopier 10/19/2016 16:18  
>  
> Scanned from Prchcopier.  
> Date: 10/19/2016 16:18  
> Pages:1  
> Resolution:200x200 DPI  
> -----  
>  
>  
>  
>  
>  
> This e-mail (including any attachments) is for the sole use of the intended  
> recipient and may contain confidential information which may be protected by  
> privilege. If you are not the intended recipient, please notify the sender  
> immediately, delete this e-mail and destroy any copies. E-mail transmission  
> cannot be guaranteed to be secure or error-free and the sender cannot accept  
> responsibility for any errors or omissions resulting from such transmission.  
> Thank you.  
> <Laredo Extension Letter 2016.pdf>





**CHEMTRADE**

October 20, 2016

Mr. Miguel Pescador  
Purchasing Agent  
City of Laredo  
5512 Thomas Avenue  
Laredo, TX 78041

RE: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal #1

Dear Mr. Pescador,

As you are aware, Chemtrade Chemicals US (Chemtrade) holds the current chemical bid for Liquid Aluminum Sulfate and Liquid Ammonium Sulfate, and Chemtrade (formerly General Chemical and Baychem) has held this business for many years. This product is supplied from our manufacturing facility in Odem, TX. We consider the City of Laredo to be one of our most important and key customers for the Odem Plant.

One of the raw materials we use to manufacture this product is Aluminum Hydrate. In recent months there has been word that there will be some shortage of domestic material through 2016. A couple of the main manufactures/suppliers are either shutting down production or cutting back production. One of these suppliers, Alcoa, has already shut down one of its facilities in Indiana, and is expected to close another facility on the west coast later this year.

Chemtrade does not expect to see any disruption in our supply of Aluminum Hydrate due to the supply partner and agreements we have in place. There is no concern about not having raw materials available to manufacture Liquid Aluminum Sulfate or continue supply to our customers. However, as this market tightens and supply becomes more limited, we do expect to see increases in the cost of this material for all users of this product.

Over the past two years since this bid contract was awarded, Chemtrade has also experienced increases in overhead costs at our Odem manufacturing plant, and well as increases in freight costs. Most notably, the increases have to do with higher costs of freight, both in raw materials received for our manufacturing process, as well as freight for delivering product to City of

Chemtrade Chemicals US LLC  
90 East Halsey Road, Parsippany, NJ 07054  
T 973-515-0900 F 973-515-3232



Laredo by truck and trailer transport. As I'm sure you know, fuel costs have come down over the past year or two. This has helped to offset some of the increases we have seen. Yet, the base costs of freight, maintaining trucks, and keeping and paying responsible, qualified, and safe drivers has risen.

Chemtrade would appreciate the consideration of an extension of the current bids for an additional two year period with a price increase of \$0.0025/lb per liquid lb to assist with an offset the cost increases we have seen and expect to see going forward. The pricing request is as follows:

<u>Product</u>	<u>Current Price</u>	<u>Requested Price</u>
Liquid Aluminum Sulfate	\$0.0599/lb	\$0.0624/lb
Liquid Ammonium Sulfate	\$0.0937/lb	\$0.0962/lb

Chemtrade would greatly appreciate your consideration of this price increase. Chemtrade values the long standing relationship we have with the City of Laredo, and we look forward to continuing our relationship and business for a long time to come.

Regards,

Paul Peters  
Business Manager – Water Chemicals  
Chemtrade Chemicals US





**City of Laredo  
Purchasing Division  
Renewal Notice**

October 19, 2016

Ms. Nicole Perham  
FSTL, Inc.  
6300 Bridgepoint Pkwy 1200  
Austin, Texas 78730

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Ms. Perham,

Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Liquid Sodium Hydroxide .50 (lb)	\$ 0.1300/lb
Liquid Sodium Hydroxide .50 (gal.)	\$ 4.2500/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 Pescador  
Purchasing Agent

Xc: Purchasing File

FSTL Inc.

Request a contract extension: \_\_\_\_\_ Not request a contract extension: X

Authorized Signature: Miguel

Print Name: Nicole Perham

Date: 10/20/16





**City of Laredo  
Purchasing Division  
Renewal Notice**

October 19, 2016

Mr. Lenny Leal  
DPC Industries Inc.  
5245 Sunbelt  
Corpus Christi, Texas 78408

Re: Water and Wastewater Treatment Chemicals  
FY14-084  
Contract Renewal Extension# 1

Dear Mr. Leal,

Contract for the purchase of water chemicals for the City of Laredo was awarded to your company on 10/6/14. This award provided for the possible extension of this contract for one additional twenty fourth month period with the same contract pricing. This is the first of three extension periods.

Contract pricing required by the City of Laredo:

<u>Description</u>	<u>Unit Price</u>
Liquid Sodium Hydroxide .25 (lb)	\$ 0.0833/lb
Liquid Chlorine	\$ 205.63/150 lb cylinder

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 Pescador  
Purchasing Agent

Xc: Purchasing File

DPC Industries	
Request a contract extension: _____	Not request a contract extension: <u>X</u>
Authorized Signature: <u>Edward Manzano Jr.</u>	
Print Name: <u>Edward Manzano Jr.</u>	
Date: <u>10/21/16</u>	

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956)790-1800 Fax 790-1805



CITY OF LAREDO  
PURCHASING DIVISION



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS**

**WATER AND WASTEWATER TREATMENT CHEMICALS  
UTILITIES 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 two year supply contracts for the purchase of chemicals used for water and wastewater treatment 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](http://www.cityoflaredo.com)

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M. on August 28, 2014**; and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on August 29, 2014**.

Bids are to be submitted in a sealed envelope clearly marked:

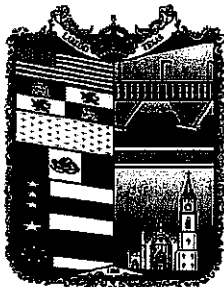
**Bid: Water & Wastewater Treatment Chemicals – Utilities Department  
FY14-084**

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.**





## 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 two year supply contract for the purchase of chemicals used for water and wastewater treatment 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.ci.laredo.tx.us](http://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 August 28, 2014** and all bids received will be **opened** and read publicly on **August 29, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Water & Wastewater Treatment Chemicals – Utilities Department  
FY14-084**

**Bids are to be mailed:**

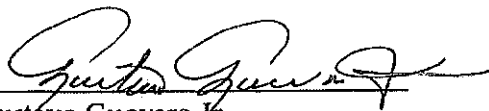
City of Laredo – City Secretary  
C/O Gustavo Guevara Jr.  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579

**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 31st DAY OF JULY 2014.

  
Gustavo Guevara Jr.  
City Secretary



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- (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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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 be 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 by items 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**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 (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.



CITY OF LAREDO  
PURCHASING DIVISION

---

**Formal Invitation for Bids  
Water & Wastewater Treatment Chemicals  
Utilities Department**

---

**14.0 Scope of Work**

Sealed bids, subject to the terms and conditions of this invitation for bids and the accompanying schedule, are being accepted for awarding a two-year supply contract for the purchase of chemicals used by the City of Laredo - Utilities Department in the water and wastewater treatment process.

- 14.1 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: August 18, 2014

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](mailto:ealdape@ci.laredo.tx.us)

The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Jose Chavarria at (956) 721-2022 or by email [jchavarria@ci.laredo.tx.us](mailto:jchavarria@ci.laredo.tx.us) or  
Mr. Carl Scruggs, at (956) 795-2720 or by email [csruggs@ci.laredo.tx.us](mailto:csruggs@ci.laredo.tx.us)

Water Treatment - Mr. Tony Moreno at (956) 795-2620 or by email [tmoreno@ci.laredo.tx.us](mailto:tmoreno@ci.laredo.tx.us) or  
Mr. Wes Barberena, at (956) 795-2620 or by email [wbarberena@ci.laredo.tx.us](mailto:wbarberena@ci.laredo.tx.us)

- 14.2 The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 14.3 Bids not submitted on these forms will not be considered. An award to the successful bidders will be made by the City Council
- 14.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 14.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in this specifications.
- 14.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 14.7 Bidders are required to submit their proposals upon the following expressed conditions:
- 14.8 When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 14.9 Bids will be awarded **by items**. There are 13 items in the bid price schedule.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

- 14.10 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 14.11 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 14.12 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

**Bids without an affidavit of compliance will not be considered.**

- 14.13 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas. Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.
- 14.14 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, and the North Laredo Wastewater Treatment Plant.

**15.0 Price Escalation**

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. Documentation shall be submitted to the City of Laredo Purchasing Department. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

- 15.1 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.

**16.0 Term of Contract**

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional two (2) year periods each upon mutual agreement of the City and the vendors. 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.

**17.0 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 items** 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

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. 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.

**18.0 DEFINITIONS**

- 18.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.
- 18.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.
- 18.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

**19.0 Chemical Specifications**

**19.1 Liquid Sodium Hydroxide 50% Concentration**

**Chemical Composition**

Liquid sodium hydroxide shall have a concentration of 50% in weight and comply with the applicable sections of A.W.W.A standard B501-80.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net Unit price of Liquid sodium hydroxide 50% concentration offered in this bid is firm for \_\_\_\_\_ months.

**19.2 Liquid Ferric Sulfate**

Liquid Ferric Sulfate shall have a concentration of 50% by weight and comply with all the requirements and standards of the American Waterworks Association (A.W.W.A. B406-87) for such concentration.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein.

Fifty percent (50%) Liquid ferric sulfate shall have a specific gravity of no less than 1.49 measured from a sample taken at the point of delivery.

Successful bidder will be required to furnish 50% Liquid Ferric Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks should they be affected) would be born by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Liquid Ferric Sulfate offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid Ferric Sulfate offered in this bid is firm for \_\_\_\_\_ months.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**19.3 Calcium Hypo Chlorite**

This specification covers Calcium Hypo chlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet A.W.W.A. Specifications in Standard B300- 87 or the latest revision of this Standard. Calcium Hypo chlorite should contain 70 percent available chlorine.

Net price of Calcium Hypo Chlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypo chlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypo chlorite offered in this bid is firm for \_\_\_\_\_ months.

**19.4 Liquid Chlorine**

Liquefied Chlorine shall meet all requirements and standards of the American Waterworks Association (A.W.W.A.B301-99), and ANSI/NSF Standard 60, latest revision. In the event of conflict between AWWA and ANSI/NSF requirements, ANSI/NSF requirements shall govern.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of no less than 12 full ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to assign Utilities Divisions. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 (FR68)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal codes.

Net unit price of Liquid Chlorine offered in this proposal is firm for \_\_\_\_\_ months.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**19.5 Liquid Aluminum Sulfate 50%**

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with all the requirements and standards of the ANSI/AWWA Standard B430-93 for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein.

**The product bid must be quoted on a 50% weight aluminum sulfate base.**

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses.

The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be born by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid is firm for \_\_\_\_\_ months.

**19.6 Liquid Ferrous Sulfate**

Wastewater Treatment Chemical, No NSF Requirement

Chemical Composition - Liquid Ferrous Sulfate shall have a concentration of total soluble I iron no less than five percent (5%) and a specific gravity of no less than 1.14, a pH between 2.0 and 3.0 S.U. and trace materials not to exceed 0.15% The successful bidder shall furnish an affidavit that its product is suitable for use in potable water production and that it complies with AWWA B402-00 or latest revision. Delivery - In tank trucks carrying their own transfer equipment (i.e. pumps, compressors, hoses), the truck operator shall perform the unloading operation and insure that no spill occur during such operation. In the event that a major spill occurs due to negligence of the truck operator, all costs of product lost and cleaning of the unloading area will be borne by the supplier.

The City of Laredo reserves the right to reject any shipment that fails to meet specifications contained herein.

Net unit price of Liquid Ferrous Sulfate offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid Ferrous Sulfate offered in this bid is firm for \_\_\_\_\_ months.

**19.7 Cationic Polymer**

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Co.

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid is firm for \_\_\_\_\_ months.

**19.8 Wastewater Sludge Conditioning Polymers**

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid is firm for \_\_\_\_\_ months

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for inhouse testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will publish test guidelines and additional specifications.

Shipping –

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

**19.9 Anionic Polymer (Clarifloc 210)**

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes. Must meet the American Water Works Association specifications; latest standard version.

Anionic Polymer (Clarifloc 210) shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H<sub>2</sub>O=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected would be born by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid is firm for \_\_\_\_\_ months.



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**19.10 Liquid Ammonium Sulfate**

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. The material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to ANSI / NSF Std. 60, Drinking Water Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....	38-40
% available ammonia.....	10%
Specific Gravity.....	1.20-1.23
pH.....	2.0-5.0
Soluble Iron.....	<30 mg/l
Insoluble Matter.....	<0.01 wt%
Freeze Point.....	<10 deg. F
Appearance.....	Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations.

The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the ANSI / NSF Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is firm for \_\_\_\_\_ months.

**20.0 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**



CITY OF LAREDO  
PURCHASING DIVISION

**21.0    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



**CITY OF LAREDO  
PURCHASING DIVISION**

---

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☐

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



**CITY OF LAREDO  
PURCHASING DIVISION**

**22.0 Tab B Price Schedule**

**22.1 Chemical Bid Price Schedule**

Note: Unit price must include freight charges, fuel charges, HAZ-MAT fees

Item	Chemical Name	Packaging	Average Order (lb)	Units / Year	Unit of Measure	Price/Unit \$/lb-including freight	Firm Pricing Months
1	Liquid Sodium Hydroxide (50%)	Bulk	47,000	9	Lbs.		
2	Liquid Sodium Hydroxide (50%)	275 Gal Tote	3,500	9	Gal.		
3	Liquid Sodium Hydroxide (25%)	Bulk	47,000	9	Lbs.		
4	Liquid Ferric Sulfate	Bulk	47,000	5	Lbs.		
5	Calcium Hypochlorite	100 lb drums	20	5	Lbs.		
6	Liquid Chlorine	Ton Containers	2,000	540	Lbs.		
		150 lb Cylinder	150	250	Lbs.		
7	Liquid Aluminum Sulfate (50%)	Bulk	47,000	75	Lbs.		
8	Liquid Ferrous Sulfate	Bulk	100 tons / year		Lbs.		
9	Cationic Polymer (C-308)	Bulk	45,000	10	Lbs.		
10	Wastewater Polymer	Bulk & 55 Gal Drums	70 tons / year		Lbs.		
11	Liquid Ammonium Sulfate (38-40%)	250 tons / year			Lbs.		
12	Anionic Polymer (Clarifloc 210)	270 gallon Tote	5		Gal.		
13	Liquid Ammonium Sulfate	Bulk	50,000	27	Lbs.		

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."



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**23.0    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](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 956-790-1825



**CITY OF LAREDO  
PURCHASING DIVISION**

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



CITY OF LAREDO  
PURCHASING DIVISION

---

24.0 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 or officer of the firm of, etc.)

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My commission expires:**

\_\_\_\_\_



**CITY OF LAREDO  
PURCHASING DIVISION**

---

**25.0 Vendors Instructions:**

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **5:00 P.M on August 28, 2014;** and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on August 29, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department  
FY14-084**

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. Non-Collusive Affidavit**
- 5. Please submit one original signature bid document and two copies**



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Riazul I. Mia, P.E., Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to authorize a purchase contract to OfficeSource Ltd., San Antonio, Texas in the amount of \$ 89,796.62 through the (TCPN) - The Cooperative Purchasing Network Program, for the purchase of new office furniture for the Jefferson Water Treatment Museum. The anticipated delivery and installation of furniture is expected within 4 to 6 weeks of order date. Funding is available in the WaterWorks Operating Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Authorized participation in the TCPN Cooperative Purchasing Program.

**BACKGROUND**

Consideration to award a contract to a contract to OfficeSource Ltd., San Antonio, Texas in the amount of \$ 89,796.62 through the (TCPN) - The Cooperative Purchasing Network Program, for the purchase of new office furniture for the Jefferson Water Treatment Museum. Anticipated delivery and installation of furniture is expected within 4 to 6 weeks of order (PO) date.

This furniture purchase was part of the original of Water Museum Project (as an allowance item) but the City is opting to handle it directly, as it will save time (construction) and money (direct purchase items).

OfficeSource Ltd.  
1133 Broadway  
San Antonio, Texas 78215  
TCPN Contract# R142214

Item Grouping Summary	Summary
Reception Furniture	\$ 638.40
Raised Seating Furniture	\$ 3,816.34
Cafe Furniture	\$ 10,371.83



Computer Room Furniture	\$ 3,175.06
Office 1 Furniture	\$ 5,592.44
Office 2 Furniture	\$ 5,269.82
Office 3 Furniture	\$ 5,592.44
Office 4 Furniture	\$ 5,592.44
Office 5 Furniture	\$ 5,592.44
2 <sup>nd</sup> Floor Lounge Seating Furniture	\$ 13,596.50
Conference Room Furniture	\$ 12,577.13
Installation Services	\$ 15,204.00
Total	\$ 89,796.62

### **COMMITTEE RECOMMENDATION**

None.

### **STAFF RECOMMENDATION**

It is recommended that this contract be approved.

---

#### **Fiscal Impact**

**Fiscal Year:** 2017  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Water Const.-Operations  
**Account #:** 557-4150-532-2420  
**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

Funding for this purchase is available in the Water Operating Fund - Construction Division, account number 557-4150-532-2420.

---

#### **Attachments**

TCPN Contract R142214

---





Customer: City of Laredo  
Sales Rep: Kay Harig

# Proposal

2016-14643

October 24th, 2016

1133 Broadway  
San Antonio, Texas 78215  
p 210.212.7742 | f 210.212.8845

## Propose To:

City of Laredo  
5512 Thomas Avenue  
Laredo, TX 78043

## Jefferson Water Treatment Museum - FINAL

## Comments:

Teknion TCPN (National IPA) Contract #R142214

## RECEPTION:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 1	Teknion, LLC - Teknion R&B Expansion Desking	3	\$212.80	\$638.40
RSSCS20 19	Seat Cushion, Single-Sided, 19" x 66" Custom  Tag1: RECEPTION Tag2: CR1111413  Item Finishes & Options: Upholstery Finish : Fabric Grade 2 (~F02) Seating Fabric Grade 2 : Durable (Vinyl) (~5) Durable, Seating Fabric : Cactus (V482) Hardware Finish : Foundation Colors (~Found) Foundation Colors : Crisp Grey (Matte) (6)			

RECEPTION.....\$638.40

## RAISED SEATING:



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 2	Teknion, LLC - Teknion R&B Caseloads	10	\$158.46	\$1,584.60
BASCL193 6	Seat Cushion, Lay-On, 16"d x 24"w  Tag1: RAISED SEATING Tag2: CR1111417  Item Finishes & Options: Seat Upholstery Finish : Fabric Grade 8 (~F08) Seating Fabric Grade 8 : Heather Felt (~19) Heather Felt, Seating Fabric : Indian Ocean (H516)			
Line: 3	Teknion, LLC - Teknion R&B Caseloads	7	\$318.82	\$2,231.74
BASCL193 6	Seat Cushion, Lay-On, 16"d x 48"w  Tag1: RAISED SEATING Tag2: CR1111418  Item Finishes & Options: Seat Upholstery Finish : Fabric Grade 8 (~F08) Seating Fabric Grade 8 : Heather Felt (~19) Heather Felt, Seating Fabric : Indian Ocean (H516)			

RAISED SEATING.....\$3,816.34

**CAFE:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 4	Hightower Group LLC - General Furniture Sales	28	\$240.85	\$6,743.80
FC13200	Four Cast Line Sled Based Chair Armless Base: Chrome Polyimide Shell: Aqua Blue (AQ) NCS54020-B			
Line: 5	Hightower Group LLC - General Furniture Sales	7	\$518.29	\$3,628.03
FC12260B	Four Cast Four Resting Table Base: Polished Aluminum Laminate Top: Wilsonart D34-60 Designer White 31.5"dia. x 26.5"h			

CAFE.....\$10,371.83

**COMPUTER ROOM:**



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 6 RHAWS72	Teknion, LLC - Teknion R&B Modular Cabinets Wall Support, 72"w Tag1: COMPUTER ROOM	3	\$23.97	\$71.91
Line: 7 RHACTS2 5108	Teknion, LLC - Teknion R&B Modular Cabinets Countertop, Standard, 25"d x 108"w Tag1: COMPUTER ROOM  Item Finishes & Options: Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A)	1	\$371.88	\$371.88
Line: 8 RHALEP1 530	Teknion, LLC - Teknion R&B Modular Cabinets Laminate End Panel for Wall Cabinet, 15"d x 30"h Tag1: COMPUTER ROOM  Item Finishes & Options: Panel Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A)	2	\$35.54	\$71.08
Line: 9 RHBDO24 3635	Teknion, LLC - Teknion R&B Modular Cabinets Base Cabinet with One Drawer, Two Doors, 24"d x 36"w x 35"h Tag1: COMPUTER ROOM  Item Finishes & Options: Door and Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case and Shelf Finish : Mercurial Walnut (3A) Hinge Style : Standard (S) Pull Style : Rectilinear (9) Foundation, Mica & Accent Colors : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Lock Option : With Lock (~L) Key Style : Key Alike (K)	3	\$553.69	\$1,661.07



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 10	Teknion, LLC - Teknion R&B Modular Cabinets	3	\$333.04	\$999.12
RHWS15 3630	Standard Wall Cabinet, Two Doors, 15"d x 36"w x 30"h  Tag1: COMPUTER ROOM  Item Finishes & Options: Door Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case and Shelf Finish : Mercurial Walnut (3A) Hinge Style : Standard (S) Pull Style : Rectilinear (9) Foundation, Mica & Accent Colors : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Lock Option : With Lock (~L) Key Style : Key Alike (K)			

COMPUTER ROOM.....\$3,175.06

**OFFICE 1:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 11	Teknion, LLC - Teknion R&B Caseloads	1	\$269.80	\$269.80
BBWAPA R5172	Porcelain Markerboard - Wall Panel, From Accessory Rail, 51"h x 72"w (All Thick)  Tag1: OFFICE 1			
Line: 12	Teknion, LLC - Teknion R&B Caseloads	1	\$160.36	\$160.36
BBWAPO R5136	Porcelain Markerboard - Wall Panel for Overhead, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 1			
Line: 13	Teknion, LLC - Teknion R&B Caseloads	3	\$7.22	\$21.66
BLGC	Rectangular Grommet  Tag1: OFFICE 1  Item Finishes & Options: Finish : Platinum (Satin) (7)			



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 14  BACMT	Teknion, LLC - Teknion R&B Caseloads  Marker Holder for Markerboard  Tag1: OFFICE 1  Item Finishes & Options: Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$18.62	\$18.62
Line: 15  BBASB04 36	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 36"w - Wall Panel Mounted  Tag1: OFFICE 1  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$35.34	\$35.34
Line: 16  BBASB04 72	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 72"w - Wall Panel Mounted  Tag1: OFFICE 1  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$62.70	\$62.70
Line: 17  BWWOS3 6-s	Teknion, LLC - Teknion R&B Caseloads  Frame Leg - Open, 29"h, 36"d **Special: To be 36" nominal dimension**  Tag1: OFFICE 1 Tag2: CR1109096  Item Finishes & Options: Frame Leg Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$143.26	\$143.26



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 18 YEYPCUE	Teknion, LLC - Teknion Complements  Power Cube, Power/USB, Desk Edge Clamp  Tag1: OFFICE 1  Item Finishes & Options: Case Finish : *D* Gris (95) Country of Installation : United States or Canada (A)	1	\$104.78	\$104.78
Line: 19 BBWATAR 5136	Teknion, LLC - Teknion R&B Caseloads  Tackboard - Wall Panel, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 1  Item Finishes & Options: Fabric Master : Fabric Grade A (~A) Fabric Grade A : Wales (W4) Wales, Panel Fabric : Newport (04)	1	\$31.16	\$31.16
Line: 20 BMW PAN 6636NN	Teknion, LLC - Teknion R&B Caseloads  Wall Panel - No Rail, 66"h, 36"w, No Power/Data (1-3/16")  Tag1: OFFICE 1  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$166.44	\$166.44
Line: 21 BMW PAR 6672NN	Teknion, LLC - Teknion R&B Caseloads  Wall Panel - With Rail, 66"h, 72"w, No Power/Data (1-3/16")  Tag1: OFFICE 1  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$307.80	\$307.80



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 22  BMWPOS R6636OC	Teknion, LLC - Teknion R&B Caseloads  Wall Panel Std Overhd - Std Desk - With Rail, 66"h x 36"w, Center Power/Data (Over Pri.) (1-3/16")  Tag1: OFFICE 1  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$229.52	\$229.52
Line: 23  BMSTR24 36-s	Teknion, LLC - Teknion R&B Caseloads  Top for Solid Storage, 24"d x 36"w (1-3/16") **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 1 Tag2: CR1109085  Item Finishes & Options: Surface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A)	1	\$122.74	\$122.74
Line: 24  BASMG60 10	Teknion, LLC - Teknion R&B Caseloads  Suspended Modesty Panel - Glass, 60"w x 10"h  Tag1: OFFICE 1  Item Finishes & Options: Worksurface Style : Standard Solid Top ("D", "M" & "X") (S) Glass Finish : Back-Painted Glass (~B) Glass Finish : Very White (K7) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$149.72	\$149.72



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 25  BMRS924 72R	<p>Teknion, LLC - Teknion R&amp;B Caseloads</p> <p>Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 72"w (1-3/16")</p> <p>Tag1: OFFICE 1</p> <p>Item Finishes &amp; Options:            Worksurface Finish : Foundation Laminate (~A)            Foundation Laminate : Mercurial Walnut (2A)            Edge Trim Style : Straight Trim (6)            Edge Trim Finish : Mercurial Walnut (4A)            Gable, Modesty &amp; Grommet Finish : Mercurial Walnut (3A)            Hardware Finish : Mica Colors (~Mica)            Mica Colors : Platinum (Satin) (7)</p>	1	\$305.52	\$305.52
Line: 26  BMRS924 36L-s	<p>Teknion, LLC - Teknion R&amp;B Caseloads</p> <p>Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 36"w (1-3/16") **Special: Keep the std construction, but the top will be extend of 60" (supported by a framed leg on the other side - specified separatly)</p> <p>Tag1: OFFICE 1 Tag2: CR1109131</p> <p>Item Finishes &amp; Options:            Worksurface Finish : Foundation Laminate (~A)            Foundation Laminate : Mercurial Walnut (2A)            Edge Trim Style : Straight Trim (6)            Edge Trim Finish : Mercurial Walnut (4A)            Gable, Modesty &amp; Grommet Finish : Mercurial Walnut (3A)            Hardware Finish : Mica Colors (~Mica)            Mica Colors : Platinum (Satin) (7)</p>	1	\$507.30	\$507.30
Line: 27  NCSY1HD	<p>Teknion, LLC - Teknion Seating</p> <p>Contessa Executive Chair, Dual Upholstery, 2D Arms; Height and Pivot</p> <p>Tag1: OFFICE 1</p> <p>Item Finishes &amp; Options:            Tess Mesh Finishes (For Back) : Black (FBH1)            Contessa Seat Finishes : Fabric Grade 2 (~F02)            Seating Fabric Grade 2 : Ultra Durable (Vinyl) (~40)            Ultra Durable, Seating Fabric : Vitality - Black Velvet (V187)            Cylinder Style : Standard (1)            Frame Finish : Polished Aluminum (C9)            Casters : Hard Casters (~)</p>	1	\$704.38	\$704.38



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 28  NSIGFD	Teknion, LLC - Teknion Seating  Sitara Guest, Dual Upholstery, Stitched Back and Seat  Tag1: OFFICE 1 Tag2: LEATHER  Item Finishes & Options: Sitara Guest Back Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Sitara Guest Seat Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Arm Finish : Polished Aluminum (C9)	2	\$557.19	\$1,114.38
Line: 29  BSCP1830 28L	Teknion, LLC - Teknion R&B Caseloads  Combo Pedestal, 18"d x 30"w x 28"h  Tag1: OFFICE 1  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)	1	\$447.26	\$447.26



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 30	Teknion, LLC - Teknion R&B Caseloads	1	\$329.84	\$329.84
BSCD243 628-s	Storage Cabinet - Solid Doors, 24"d x 36"w x 28"h **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 1 Tag2: CR1109083  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			
Line: 31	Teknion, LLC - Teknion R&B Caseloads	1	\$359.86	\$359.86
BOSLB16 3615	Overhead Cabinet - Solid Sliding Doors, 16"d x 36"w x 15"h, Wall Panel Mounted  Tag1: OFFICE 1  Item Finishes & Options: Sliding Door Finish : Source Front (~F) Source Laminate Front : Mercurial Walnut (3A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			

OFFICE 1.....\$5,592.44

**OFFICE 2:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 32	Teknion, LLC - Teknion R&B Caseloads	1	\$269.80	\$269.80
BBWAPA R5172	Porcelain Markerboard - Wall Panel, From Accessory Rail, 51"h x 72"w (All Thick)  Tag1: OFFICE 2			



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 33  BBWAPO R5136	Teknion, LLC - Teknion R&B Caseloads  Porcelain Markerboard - Wall Panel for Overhead, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 2	1	\$160.36	\$160.36
Line: 34  BLGC	Teknion, LLC - Teknion R&B Caseloads  Rectangular Grommet  Tag1: OFFICE 2  Item Finishes & Options: Finish : Platinum (Satin) (7)	3	\$7.22	\$21.66
Line: 35  BACMT	Teknion, LLC - Teknion R&B Caseloads  Marker Holder for Markerboard  Tag1: OFFICE 2  Item Finishes & Options: Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$18.62	\$18.62
Line: 36  BBASB04 36	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 36"w - Wall Panel Mounted  Tag1: OFFICE 2  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$35.34	\$35.34
Line: 37  BBASB04 72	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 72"w - Wall Panel Mounted  Tag1: OFFICE 2  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$62.70	\$62.70



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 38  BWWOS3 6-s	Teknion, LLC - Teknion R&B Casegoods  Frame Leg - Open, 29"h, 36"d **Special: To be 36" nominal dimension**  Tag1: OFFICE 2 Tag2: CR1109096  Item Finishes & Options: Frame Leg Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$143.26	\$143.26
Line: 39  YEYPCUE	Teknion, LLC - Teknion Complements  Power Cube, Power/USB, Desk Edge Clamp  Tag1: OFFICE 2  Item Finishes & Options: Case Finish : *D* Gris (95) Country of Installation : United States or Canada (A)	1	\$104.78	\$104.78
Line: 40  BSOB123 666	Teknion, LLC - Teknion R&B Casegoods  Bookcase, 12"d x 36"w x 66"h  Tag1: OFFICE 2 Tag2: CR1058344  Item Finishes & Options: Case Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A)	1	\$327.56	\$327.56
Line: 41  BMWPAR 6672NN	Teknion, LLC - Teknion R&B Casegoods  Wall Panel - With Rail, 66"h, 72"w, No Power/Data (1-3/16")  Tag1: OFFICE 2  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$307.80	\$307.80



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 42  BMWPOS R6636OC	Teknion, LLC - Teknion R&B Casegoods  Wall Panel Std Overhd - Std Desk - With Rail, 66"h x 36"w, Center Power/Data (Over Pri.) (1-3/16")  Tag1: OFFICE 2  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$229.52	\$229.52
Line: 43  BASMG60 10	Teknion, LLC - Teknion R&B Casegoods  Suspended Modesty Panel - Glass, 60"w x 10"h  Tag1: OFFICE 2  Item Finishes & Options: Worksurface Style : Standard Solid Top ("D", "M" & "X") (S) Glass Finish : Back-Painted Glass (~B) Glass Finish : Very White (K7) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$149.72	\$149.72
Line: 44  BMRS924 72R	Teknion, LLC - Teknion R&B Casegoods  Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 72"w (1-3/16")  Tag1: OFFICE 2  Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A) Gable, Modesty & Grommet Finish : Mercurial Walnut (3A) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$305.52	\$305.52



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 45  BMRS924 36L-s	<p>Teknion, LLC - Teknion R&amp;B Casegoods</p> <p>Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 36"w (1-3/16") **Special: Keep the std construction, but the top will be extend of 60" (supported by a framed leg on the other side - specified separatly)</p> <p>Tag1: OFFICE 2 Tag2: CR1109131</p> <p>Item Finishes &amp; Options:            Worksurface Finish : Foundation Laminate (~A)            Foundation Laminate : Mercurial Walnut (2A)            Edge Trim Style : Straight Trim (6)            Edge Trim Finish : Mercurial Walnut (4A)            Gable, Modesty &amp; Grommet Finish : Mercurial Walnut (3A)            Hardware Finish : Mica Colors (~Mica)            Mica Colors : Platinum (Satin) (7)</p>	1	\$507.30	\$507.30
Line: 46  NCSY1HD	<p>Teknion, LLC - Teknion Seating</p> <p>Contessa Executive Chair, Dual Upholstery, 2D Arms; Height and Pivot</p> <p>Tag1: OFFICE 2</p> <p>Item Finishes &amp; Options:            Tess Mesh Finishes (For Back) : Black (FBH1)            Contessa Seat Finishes : Fabric Grade 2 (~F02)            Seating Fabric Grade 2 : Ultra Durable (Vinyl) (~40)            Ultra Durable, Seating Fabric : Vitality - Black Velvet (V187)            Cylinder Style : Standard (1)            Frame Finish : Polished Aluminum (C9)            Casters : Hard Casters (~)</p>	1	\$704.38	\$704.38
Line: 47  NSIGFD	<p>Teknion, LLC - Teknion Seating</p> <p>Sitara Guest, Dual Upholstery, Stitched Back and Seat</p> <p>Tag1: OFFICE 2 Tag2: LEATHER</p> <p>Item Finishes &amp; Options:            Sitara Guest Back Finishes : Leather LA (~F12)            Seating Leather LA : Base Grade Leather (~01)            Base Grade Leather : Buttercup (L214)            Sitara Guest Seat Finishes : Leather LA (~F12)            Seating Leather LA : Base Grade Leather (~01)            Base Grade Leather : Buttercup (L214)            Arm Finish : Polished Aluminum (C9)</p>	2	\$557.19	\$1,114.38



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 48	Teknion, LLC - Teknion R&B Caseloads	1	\$447.26	\$447.26
BSCP1830 28L	Combo Pedestal, 18"d x 30"w x 28"h Tag1: OFFICE 2  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			
Line: 49	Teknion, LLC - Teknion R&B Caseloads	1	\$359.86	\$359.86
BOSLB16 3615	Overhead Cabinet - Solid Sliding Doors, 16"d x 36"w x 15"h, Wall Panel Mounted Tag1: OFFICE 2  Item Finishes & Options: Sliding Door Finish : Source Front (~F) Source Laminate Front : Mercurial Walnut (3A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			

OFFICE 2.....\$5,269.82

**OFFICE 3:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 50	Teknion, LLC - Teknion R&B Caseloads	1	\$269.80	\$269.80
BBWAPA R5172	Porcelain Markerboard - Wall Panel, From Accessory Rail, 51"h x 72"w (All Thick) Tag1: OFFICE 3			



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 51  BBWAPO R5136	Teknion, LLC - Teknion R&B Caseloads  Porcelain Markerboard - Wall Panel for Overhead, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 3	1	\$160.36	\$160.36
Line: 52  BLGC	Teknion, LLC - Teknion R&B Caseloads  Rectangular Grommet  Tag1: OFFICE 3  Item Finishes & Options: Finish : Platinum (Satin) (7)	3	\$7.22	\$21.66
Line: 53  BACMT	Teknion, LLC - Teknion R&B Caseloads  Marker Holder for Markerboard  Tag1: OFFICE 3  Item Finishes & Options: Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$18.62	\$18.62
Line: 54  BBASB04 36	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 36"w - Wall Panel Mounted  Tag1: OFFICE 3  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$35.34	\$35.34
Line: 55  BBASB04 72	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 72"w - Wall Panel Mounted  Tag1: OFFICE 3  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$62.70	\$62.70



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 56  BWWOS3 6-s	Teknion, LLC - Teknion R&B Casegoods  Frame Leg - Open, 29"h, 36"d **Special: To be 36" nominal dimension**  Tag1: OFFICE 3 Tag2: CR1109096  Item Finishes & Options: Frame Leg Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$143.26	\$143.26
Line: 57  YEYPCUE	Teknion, LLC - Teknion Complements  Power Cube, Power/USB, Desk Edge Clamp  Tag1: OFFICE 3  Item Finishes & Options: Case Finish : *D* Gris (95) Country of Installation : United States or Canada (A)	1	\$104.78	\$104.78
Line: 58  BBWATAR 5136	Teknion, LLC - Teknion R&B Casegoods  Tackboard - Wall Panel, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 3  Item Finishes & Options: Fabric Master : Fabric Grade A (~A) Fabric Grade A : Wales (W4) Wales, Panel Fabric : Newport (04)	1	\$31.16	\$31.16
Line: 59  BMWPAN 6636NN	Teknion, LLC - Teknion R&B Casegoods  Wall Panel - No Rail, 66"h, 36"w, No Power/Data (1-3/16")  Tag1: OFFICE 3  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$166.44	\$166.44



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 60  BMWPAR 6672NN	Teknion, LLC - Teknion R&B Casegoods  Wall Panel - With Rail, 66"h, 72"w, No Power/Data (1-3/16")  Tag1: OFFICE 3  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$307.80	\$307.80
Line: 61  BMWPOS R6636OC	Teknion, LLC - Teknion R&B Casegoods  Wall Panel Std Overhd - Std Desk - With Rail, 66"h x 36"w, Center Power/Data (Over Pri.) (1-3/16")  Tag1: OFFICE 3  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$229.52	\$229.52
Line: 62  BMSTR24 36-s	Teknion, LLC - Teknion R&B Casegoods  Top for Solid Storage, 24"d x 36"w (1-3/16") **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 3 Tag2: CR1109085  Item Finishes & Options: Surface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A)	1	\$122.74	\$122.74



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 63  BASMG60 10	<p>Teknion, LLC - Teknion R&amp;B Casegoods</p> <p>Suspended Modesty Panel - Glass, 60"w x 10"h</p> <p>Tag1: OFFICE 3</p> <p>Item Finishes &amp; Options:            Worksurface Style : Standard Solid Top ("D", "M" &amp; "X") (S)            Glass Finish : Back-Painted Glass (~B)            Glass Finish : Very White (K7)            Hardware Finish : Mica Colors (~Mica)            Mica Colors : Platinum (Satin) (7)</p>	1	\$149.72	\$149.72
Line: 64  BMRS924 72R	<p>Teknion, LLC - Teknion R&amp;B Casegoods</p> <p>Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 72"w (1-3/16")</p> <p>Tag1: OFFICE 3</p> <p>Item Finishes &amp; Options:            Worksurface Finish : Foundation Laminate (~A)            Foundation Laminate : Mercurial Walnut (2A)            Edge Trim Style : Straight Trim (6)            Edge Trim Finish : Mercurial Walnut (4A)            Gable, Modesty &amp; Grommet Finish : Mercurial Walnut (3A)            Hardware Finish : Mica Colors (~Mica)            Mica Colors : Platinum (Satin) (7)</p>	1	\$305.52	\$305.52
Line: 65  BMRS924 36L-s	<p>Teknion, LLC - Teknion R&amp;B Casegoods</p> <p>Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 36"w (1-3/16") **Special: Keep the std construction, but the top will be extend of 60" (supported by a framed leg on the other side - specified separatly)</p> <p>Tag1: OFFICE 3 Tag2: CR1109131</p> <p>Item Finishes &amp; Options:            Worksurface Finish : Foundation Laminate (~A)            Foundation Laminate : Mercurial Walnut (2A)            Edge Trim Style : Straight Trim (6)            Edge Trim Finish : Mercurial Walnut (4A)            Gable, Modesty &amp; Grommet Finish : Mercurial Walnut (3A)            Hardware Finish : Mica Colors (~Mica)            Mica Colors : Platinum (Satin) (7)</p>	1	\$507.30	\$507.30



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 66 NCSY1HD	Teknion, LLC - Teknion Seating  Contessa Executive Chair, Dual Upholstery, 2D Arms; Height and Pivot  Tag1: OFFICE 3  Item Finishes & Options: Tess Mesh Finishes (For Back) : Black (FBH1) Contessa Seat Finishes : Fabric Grade 2 (~F02) Seating Fabric Grade 2 : Ultra Durable (Vinyl) (~40) Ultra Durable, Seating Fabric : Vitality - Black Velvet (V187) Cylinder Style : Standard (1) Frame Finish : Polished Aluminum (C9) Casters : Hard Casters (~)	1	\$704.38	\$704.38
Line: 67 NSIGFD	Teknion, LLC - Teknion Seating  Sitara Guest, Dual Upholstery, Stitched Back and Seat  Tag1: OFFICE 3 Tag2: LEATHER  Item Finishes & Options: Sitara Guest Back Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Sitara Guest Seat Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Arm Finish : Polished Aluminum (C9)	2	\$557.19	\$1,114.38
Line: 68 BSCP1830 28L	Teknion, LLC - Teknion R&B Casegoods  Combo Pedestal, 18"d x 30"w x 28"h  Tag1: OFFICE 3  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)	1	\$447.26	\$447.26



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 69	Teknion, LLC - Teknion R&B Caseloads	1	\$329.84	\$329.84
BSCD243 628-s	Storage Cabinet - Solid Doors, 24"d x 36"w x 28"h **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 3 Tag2: CR1109083  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			
Line: 70	Teknion, LLC - Teknion R&B Caseloads	1	\$359.86	\$359.86
BOSLB16 3615	Overhead Cabinet - Solid Sliding Doors, 16"d x 36"w x 15"h, Wall Panel Mounted  Tag1: OFFICE 3  Item Finishes & Options: Sliding Door Finish : Source Front (~F) Source Laminate Front : Mercurial Walnut (3A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			

OFFICE 3.....\$5,592.44

**OFFICE 4:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 71	Teknion, LLC - Teknion R&B Caseloads	1	\$269.80	\$269.80
BBWAPA R5172	Porcelain Markerboard - Wall Panel, From Accessory Rail, 51"h x 72"w (All Thick)  Tag1: OFFICE 4			



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 72  BBWAPO R5136	Teknion, LLC - Teknion R&B Caseloads  Porcelain Markerboard - Wall Panel for Overhead, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 4	1	\$160.36	\$160.36
Line: 73  BLGC	Teknion, LLC - Teknion R&B Caseloads  Rectangular Grommet  Tag1: OFFICE 4  Item Finishes & Options: Finish : Platinum (Satin) (7)	3	\$7.22	\$21.66
Line: 74  BACMT	Teknion, LLC - Teknion R&B Caseloads  Marker Holder for Markerboard  Tag1: OFFICE 4  Item Finishes & Options: Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$18.62	\$18.62
Line: 75  BBASB04 36	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 36"w - Wall Panel Mounted  Tag1: OFFICE 4  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$35.34	\$35.34
Line: 76  BBASB04 72	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 72"w - Wall Panel Mounted  Tag1: OFFICE 4  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$62.70	\$62.70



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 77  BWWOS3 6-s	Teknion, LLC - Teknion R&B Casegoods  Frame Leg - Open, 29"h, 36"d **Special: To be 36" nominal dimension**  Tag1: OFFICE 4 Tag2: CR1109096  Item Finishes & Options: Frame Leg Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$143.26	\$143.26
Line: 78  YEYPCUE	Teknion, LLC - Teknion Complements  Power Cube, Power/USB, Desk Edge Clamp  Tag1: OFFICE 4  Item Finishes & Options: Case Finish : *D* Gris (95) Country of Installation : United States or Canada (A)	1	\$104.78	\$104.78
Line: 79  BBWATAR 5136	Teknion, LLC - Teknion R&B Casegoods  Tackboard - Wall Panel, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 4  Item Finishes & Options: Fabric Master : Fabric Grade A (~A) Fabric Grade A : Wales (W4) Wales, Panel Fabric : Newport (04)	1	\$31.16	\$31.16
Line: 80  BMWPPAN 6636NN	Teknion, LLC - Teknion R&B Casegoods  Wall Panel - No Rail, 66"h, 36"w, No Power/Data (1-3/16")  Tag1: OFFICE 4  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$166.44	\$166.44



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 81  BMWPAR 6672NN	Teknion, LLC - Teknion R&B Casegoods  Wall Panel - With Rail, 66"h, 72"w, No Power/Data (1-3/16")  Tag1: OFFICE 4  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$307.80	\$307.80
Line: 82  BMWPOS R6636OC	Teknion, LLC - Teknion R&B Casegoods  Wall Panel Std Overhd - Std Desk - With Rail, 66"h x 36"w, Center Power/Data (Over Pri.) (1-3/16")  Tag1: OFFICE 4  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$229.52	\$229.52
Line: 83  BMSTR24 36-s	Teknion, LLC - Teknion R&B Casegoods  Top for Solid Storage, 24"d x 36"w (1-3/16") **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 4 Tag2: CR1109085  Item Finishes & Options: Surface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A)	1	\$122.74	\$122.74



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 84  BASMG60 10	Teknion, LLC - Teknion R&B Casegoods  Suspended Modesty Panel - Glass, 60"w x 10"h  Tag1: OFFICE 4  Item Finishes & Options: Worksurface Style : Standard Solid Top ("D", "M" & "X") (S) Glass Finish : Back-Painted Glass (~B) Glass Finish : Very White (K7) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$149.72	\$149.72
Line: 85  BMRS924 72R	Teknion, LLC - Teknion R&B Casegoods  Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 72"w (1-3/16")  Tag1: OFFICE 4  Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A) Gable, Modesty & Grommet Finish : Mercurial Walnut (3A) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$305.52	\$305.52
Line: 86  BMRS924 36L-s	Teknion, LLC - Teknion R&B Casegoods  Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 36"w (1-3/16") **Special: Keep the std construction, but the top will be extend of 60" (supported by a framed leg on the other side - specified separatly)  Tag1: OFFICE 4 Tag2: CR1109131  Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A) Gable, Modesty & Grommet Finish : Mercurial Walnut (3A) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$507.30	\$507.30



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 87  NCSY1HD	Teknion, LLC - Teknion Seating  Contessa Executive Chair, Dual Upholstery, 2D Arms; Height and Pivot  Tag1: OFFICE 4  Item Finishes & Options: Tess Mesh Finishes (For Back) : Black (FBH1) Contessa Seat Finishes : Fabric Grade 2 (~F02) Seating Fabric Grade 2 : Ultra Durable (Vinyl) (~40) Ultra Durable, Seating Fabric : Vitality - Black Velvet (V187) Cylinder Style : Standard (1) Frame Finish : Polished Aluminum (C9) Casters : Hard Casters (~)	1	\$704.38	\$704.38
Line: 88  NSIGFD	Teknion, LLC - Teknion Seating  Sitara Guest, Dual Upholstery, Stitched Back and Seat  Tag1: OFFICE 4 Tag2: LEATHER  Item Finishes & Options: Sitara Guest Back Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Sitara Guest Seat Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Arm Finish : Polished Aluminum (C9)	2	\$557.19	\$1,114.38
Line: 89  BSCP1830 28L	Teknion, LLC - Teknion R&B Casegoods  Combo Pedestal, 18"d x 30"w x 28"h  Tag1: OFFICE 4  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)	1	\$447.26	\$447.26



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 90	Teknion, LLC - Teknion R&B Caseloads	1	\$329.84	\$329.84
BSCD243 628-s	Storage Cabinet - Solid Doors, 24"d x 36"w x 28"h **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 4 Tag2: CR1109083  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			
Line: 91	Teknion, LLC - Teknion R&B Caseloads	1	\$359.86	\$359.86
BOSLB16 3615	Overhead Cabinet - Solid Sliding Doors, 16"d x 36"w x 15"h, Wall Panel Mounted  Tag1: OFFICE 4  Item Finishes & Options: Sliding Door Finish : Source Front (~F) Source Laminate Front : Mercurial Walnut (3A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			

OFFICE 4.....\$5,592.44

**OFFICE 5:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 92	Teknion, LLC - Teknion R&B Caseloads	1	\$269.80	\$269.80
BBWAPA R5172	Porcelain Markerboard - Wall Panel, From Accessory Rail, 51"h x 72"w (All Thick)  Tag1: OFFICE 5			



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 93  BBWAPO R5136	Teknion, LLC - Teknion R&B Caseloads  Porcelain Markerboard - Wall Panel for Overhead, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 5	1	\$160.36	\$160.36
Line: 94  BLGC	Teknion, LLC - Teknion R&B Caseloads  Rectangular Grommet  Tag1: OFFICE 5  Item Finishes & Options: Finish : Platinum (Satin) (7)	3	\$7.22	\$21.66
Line: 95  BACMT	Teknion, LLC - Teknion R&B Caseloads  Marker Holder for Markerboard  Tag1: OFFICE 5  Item Finishes & Options: Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$18.62	\$18.62
Line: 96  BBASB04 36	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 36"w - Wall Panel Mounted  Tag1: OFFICE 5  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$35.34	\$35.34
Line: 97  BBASB04 72	Teknion, LLC - Teknion R&B Caseloads  Light Shelf for Wall Panel, 04"d x 72"w - Wall Panel Mounted  Tag1: OFFICE 5  Item Finishes & Options: Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$62.70	\$62.70



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 98  BWWOS3 6-s	Teknion, LLC - Teknion R&B Caseloads  Frame Leg - Open, 29"h, 36"d **Special: To be 36" nominal dimension**  Tag1: OFFICE 5 Tag2: CR1109096  Item Finishes & Options: Frame Leg Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$143.26	\$143.26
Line: 99  YEYPCUE	Teknion, LLC - Teknion Complements  Power Cube, Power/USB, Desk Edge Clamp  Tag1: OFFICE 5  Item Finishes & Options: Case Finish : *D* Gris (95) Country of Installation : United States or Canada (A)	1	\$104.78	\$104.78
Line: 100  BBWATAR 5136	Teknion, LLC - Teknion R&B Caseloads  Tackboard - Wall Panel, From Accessory Rail, 51"h x 36"w (All Thick)  Tag1: OFFICE 5  Item Finishes & Options: Fabric Master : Fabric Grade A (~A) Fabric Grade A : Wales (W4) Wales, Panel Fabric : Newport (04)	1	\$31.16	\$31.16
Line: 101  BMWPPAN 6636NN	Teknion, LLC - Teknion R&B Caseloads  Wall Panel - No Rail, 66"h, 36"w, No Power/Data (1-3/16")  Tag1: OFFICE 5  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$166.44	\$166.44



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 102  BMWPAR 6672NN	Teknion, LLC - Teknion R&B Caseloads  Wall Panel - With Rail, 66"h, 72"w, No Power/Data (1-3/16")  Tag1: OFFICE 5  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Top and Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$307.80	\$307.80
Line: 103  BMWPOS R6636OC	Teknion, LLC - Teknion R&B Caseloads  Wall Panel Std Overhd - Std Desk - With Rail, 66"h x 36"w, Center Power/Data (Over Pri.) (1-3/16")  Tag1: OFFICE 5  Item Finishes & Options: Panel Finish : Source Laminate (~A) Source Laminate : Mercurial Walnut (3A) Accessory Rail Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$229.52	\$229.52
Line: 104  BMSTR24 36-s	Teknion, LLC - Teknion R&B Caseloads  Top for Solid Storage, 24"d x 36"w (1-3/16") **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 5 Tag2: CR1109085  Item Finishes & Options: Surface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A)	1	\$122.74	\$122.74



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 105  BASMG60 10	Teknion, LLC - Teknion R&B Casegoods  Suspended Modesty Panel - Glass, 60"w x 10"h  Tag1: OFFICE 5  Item Finishes & Options: Worksurface Style : Standard Solid Top ("D", "M" & "X") (S) Glass Finish : Back-Painted Glass (~B) Glass Finish : Very White (K7) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$149.72	\$149.72
Line: 106  BMRS924 72R	Teknion, LLC - Teknion R&B Casegoods  Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 72"w (1-3/16")  Tag1: OFFICE 5  Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A) Gable, Modesty & Grommet Finish : Mercurial Walnut (3A) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$305.52	\$305.52
Line: 107  BMRS924 36L-s	Teknion, LLC - Teknion R&B Casegoods  Rectangular Desk - Full and Half Gables, Wall Access Modesty, 24" d x 36"w (1-3/16") **Special: Keep the std construction, but the top will be extend of 60" (supported by a framed leg on the other side - specified separatly)  Tag1: OFFICE 5 Tag2: CR1109131  Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Style : Straight Trim (6) Edge Trim Finish : Mercurial Walnut (4A) Gable, Modesty & Grommet Finish : Mercurial Walnut (3A) Hardware Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7)	1	\$507.30	\$507.30



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 108 NCSY1HD	Teknion, LLC - Teknion Seating  Contessa Executive Chair, Dual Upholstery, 2D Arms; Height and Pivot  Tag1: OFFICE 5  Item Finishes & Options: Tess Mesh Finishes (For Back) : Black (FBH1) Contessa Seat Finishes : Fabric Grade 2 (~F02) Seating Fabric Grade 2 : Ultra Durable (Vinyl) (~40) Ultra Durable, Seating Fabric : Vitality - Black Velvet (V187) Cylinder Style : Standard (1) Frame Finish : Polished Aluminum (C9) Casters : Hard Casters (~)	1	\$704.38	\$704.38
Line: 109 NSIGFD	Teknion, LLC - Teknion Seating  Sitara Guest, Dual Upholstery, Stitched Back and Seat  Tag1: OFFICE 5 Tag2: LEATHER  Item Finishes & Options: Sitara Guest Back Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Sitara Guest Seat Finishes : Leather LA (~F12) Seating Leather LA : Base Grade Leather (~01) Base Grade Leather : Buttercup (L214) Arm Finish : Polished Aluminum (C9)	2	\$557.19	\$1,114.38
Line: 110 BSCP1830 28L	Teknion, LLC - Teknion R&B Casegoods  Combo Pedestal, 18"d x 30"w x 28"h  Tag1: OFFICE 5  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)	1	\$447.26	\$447.26



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 111	Teknion, LLC - Teknion R&B Caseloads	1	\$329.84	\$329.84
BSCD243 628-s	Storage Cabinet - Solid Doors, 24"d x 36"w x 28"h **Special: The depth and the width will be in nominal dimension (install with a wall panel)**  Tag1: OFFICE 5 Tag2: CR1109083  Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Mercurial Walnut (2A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			
Line: 112	Teknion, LLC - Teknion R&B Caseloads	1	\$359.86	\$359.86
BOSLB16 3615	Overhead Cabinet - Solid Sliding Doors, 16"d x 36"w x 15"h, Wall Panel Mounted  Tag1: OFFICE 5  Item Finishes & Options: Sliding Door Finish : Source Front (~F) Source Laminate Front : Mercurial Walnut (3A) Edge Trim Finish : Mercurial Walnut (4A) Case Finish : Source Case for Source Front (~H) Source Laminate : Mercurial Walnut (3A) Shelf Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Pull Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Key Style : Key Alike (K)			

OFFICE 5.....\$5,592.44

**2ND FLOOR LOUNGE SEATING:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 113	Cumberland Furniture Company - General Furniture Sales	1	\$1,640.24	\$1,640.24
2362	Elle Bench 72"w x 21"d x 18"h COM Fabric: Teknion Durable Vinyl, Color: Elephant			



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 114	Cumberland Furniture Company - Freight Charges Freight	1	\$304.88	\$304.88
Line: 115 NVBTR	Teknion, LLC - Teknion Seating  Vignette Coffee Table, Round, 42" Diameter  Item Finishes & Options: Surface Finishes : Seamless Color (~D) Seamless Color : Group 1 (~1) Group1 : Very White (ZI) Base Finish : Chrome (C)	2	\$722.01	\$1,444.02
Line: 116 NVBSB	Teknion, LLC - Teknion Seating  Vignette Seating, Cube Lounge Chair  Tag1: LOUNGE  Item Finishes & Options: Vignette Seat Finishes : Fabric Grade 2 (~F02) Seating Fabric Grade 2 : Marl Cloth (~42) Marl Cloth, Seating Fabric : Camp Fire (F317) Frame Finish : Chrome (C)	8	\$1,275.92	\$10,207.36

2ND FLOOR LOUNGE SEATING.....\$13,596.50

**CONFERENCE:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 117 NMAXNH WS	Teknion, LLC - Teknion Seating  Marini Synchro-Tilt, High-Back, Width and Height Adj. T-Arms, Single Upholstery  Item Finishes & Options: Marini Seat Finishes : Fabric Grade 2 (~F02) Seating Fabric Grade 2 : Durable (Vinyl) (~26) Durable Others, Seating Fabric : Elephant (V107) Cylinder Style : Standard (1) Frame Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A)	18	\$522.34	\$9,402.12



Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 118	Teknion, LLC - Teknion Tables & Collab.Sp.	1	\$3,175.01	\$3,175.01
ATBRD60 228	Rectangular Boardroom Table, 4 Pedestal Base, 60"d x 228"w  Item Finishes & Options: Surface Finishes : Foundation Laminate (~A) Foundation Laminate : Urban Walnut (2C) Edge Trim Style : Straight Trim (6) Edge Trim Finishes : Urban Walnut (4C) Base Finish : Mica Colors (~Mica) Mica Colors : Platinum (Satin) (7) Infill Finish : Foundation Laminate (~FLam) Foundation Laminate : Urban Walnut (2C) Data / Electrical : Recessed (~R) Recessed : Recessed w/ Power Cord Double (2) (RD)			

CONFERENCE.....\$12,577.13

**INSTALLATION SERVICES:**

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 119	OfficeSource, Ltd - Installation Services	1	\$15,204.00	\$15,204.00
	Receive, Deliver and Install			

INSTALLATION SERVICES.....\$15,204.00

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 120	Teknion, LLC - Freight Charges	1	\$2,777.78	\$2,777.78
	Expedited Shipping 1 Truck			

**Item Grouping Summary:**

- RECEPTION Totals: \$638.40
- RAISED SEATING Totals: \$3,816.34
- CAFE Totals: \$10,371.83
- COMPUTER ROOM Totals: \$3,175.06
- OFFICE 1 Totals: \$5,592.44
- OFFICE 2 Totals: \$5,269.82
- OFFICE 3 Totals: \$5,592.44
- OFFICE 4 Totals: \$5,592.44
- OFFICE 5 Totals: \$5,592.44
- 2ND FLOOR LOUNGE SEATING Totals: \$13,596.50



- CONFERENCE Totals: \$12,577.13
- INSTALLATION SERVICES Totals: \$15,204.00

Subtotal.....\$89,796.62  
Total Amount.....\$89,796.62

Certified Historically Underutilized Business - Woman Owned  
By signing this proposal or sending a purchase order against this proposal you agree to OfficeSource Ltd Terms and Conditions.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Horacio De Leon, Assistant City Manager

**Staff Source:** Heberto Ramirez, IT Department Director; Miguel A. Pescador Purchasing Agent; Martin Aleman, Budget Director

---

**SUBJECT**

Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts to purchase computers, computer hardware, computer software, telecommunications and other related equipment, goods and services offered through DIR Cooperative Purchase contracts. The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved State contracts. The City shall purchase such items on an as needed bases and based on budget availability. Funding for Cooperative Purchases of goods and services is available in the respective departmental budgets.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

The City of Laredo is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program and has authorized the purchase of computer and telecommunication equipment, goods and services through DIR Cooperative Purchase contract.

**BACKGROUND**

The City of Laredo is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program and has authorized the purchase of computer and telecommunication equipment, goods and services through DIR Cooperative Purchase contract.

The State of Texas, Department of Information Resources (DIR) Cooperative Purchasing Program allows municipalities to take advantage of the contract pricing for personal computer hardware and software. Contract pricing is available from major manufacturers such as: Dell, Apple, AT&T, Toshiba, Verizon, SHI-gs and CDWG. The City spends approximately \$2,200,000.00 annually on computer and telecommunication goods and services. Purchases for such items will be on an as needed bases and based on budget availability.

**COMMITTEE RECOMMENDATION**



None.

## **STAFF RECOMMENDATION**

It is recommended that this motion be approved.

---

### **Fiscal Impact**

**Fiscal Year:** 2017

**Budgeted Y/N?:** Y

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

### **FINANCIAL IMPACT:**

Funding for cooperative purchase contracts and services is available in the respective department budgets.

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**

DIR Contract

---



Agency # D60

## **Department of Information Resources Communications Technology Services Division Service Agreement**

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

### **I. DIR/CTS Responsibilities**

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

### **II. Customer Responsibilities**

2.1 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner, the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any



claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

### **III. Term**

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V hereof.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

### **IV. Billing**

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

### **V. Termination and Amendments**

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.



## **VI. Other Conditions of Service**

- 6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.
- 6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.
- 6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.
- 6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.
- 6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

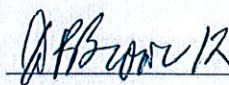
"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

## **VII. Customer Service Resources**

Customer Service Resources may be found at <http://www.dir.texas.gov/cts/Pages/cts.aspx> . Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.



*Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.*

CUSTOMER: City of LaredoDEPARTMENT OF INFORMATION  
RESOURCESBY:  *re*BY: NAME: Carlos R. VillarrealNAME: John HoffmanTITLE: City ManagerTITLE: Director, Communications Technology ServicesDATE: 10/22/13DATE: 12/4/13Office of General Counsel  12-3-13



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Staff Source:** Roberto Murillo, P.E., P.T.O.E., Traffic Manager

---

**SUBJECT**

Consideration to authorize the installation of thirty-seven (37) speed humps on different streets located within City Council District II, under the Special Provision of the Speed Hump Installation Policy, and to authorize the use of asphalt type speed humps, instead of speed cushions, which are currently required under the policy. City Council District II discretionary funds will be used for this project in the amount of \$74,000.00.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

On September 20, 2010 the Speed Hump Installation Policy was amended and adopted with the new changes by the City of Laredo. The Policy includes criteria for installation and cost sharing between the City and property owners. The Policy also includes a special provision for installation of speed cushions which was also revised to include some minimal conditions that are recommended be satisfied before considering installation of speed cushions under the special provision. SPECIAL PROVISION FOR INSTALLATION: Where it is determined that a specific traffic safety hazard exists City Council may request the installation of a speed cushion(s) through this special provision only after a study has been conducted and determined that a speed cushion(s) was not warranted by the minimum guidelines of this policy. City Council will exercise the option to use this special provision provided that the following minimum guidelines are met : 1. Minimum 85th percentile speed of 30 MPH 2. Minimum street length of 700 Ft. 3. Chief of Police and Chief of Fire Department approval 4. Approval by 75% of residents within 300 feet of proposed speed cushion(s) location. 5. Minimum of one Official Accident Report within a one year period prior to date of official speed cushion request. 6. Geometric characteristic of the affected section of street does not create a safety hazard for the motoring public if a speed cushion is installed or creates a drainage issue as recommended by Engineer. City Council will make the final decision to install the speed humps under this special provision and could require the use of their respective discretionary funds for the cost involved in the installation of the speed hump(s).

The approval from Fire and Police Department is a requirement for consideration on the installation of speed humps under the Special Provision. The Fire Department has



recommended **against** the installation of speed humps except for locations adjacent to school areas. The Police Department does not have any objections to the installation of the proposed speed humps.

The Traffic Department did not perform any traffic counts or collect data at any of these proposed locations to be able to determine if location met minimum requirements as set forth in the Speed Hump Installation Policy adopted by city ordinance. These locations are being presented for city council consideration to approve under the Special Provision which reduces minimum requirements for consideration for installation but allows City Council to make the final decision as to their installation.

We are also requesting authorization from City Council to use asphalt type speed humps instead of rubber type speed cushions which are currently required under Speed Hump Installation Policy adopted by city ordinance. Several years ago, the use of asphalt speed humps was replaced with speed cushions recommended for minimizing impact to some emergency vehicles. Several maintenance issues have developed since the use of speed cushions was initiated and are recommending to go back to the use of speed humps.

There are a total of thirty-seven (37) speed humps being proposed within District II. The estimated cost for each speed hump is \$ 2000.

The Traffic Department will identify locations in field for each speed hump, contact utility companies for utility clearance and install all associated signs and markings. Public Works will perform the construction of the asphalt speed humps being proposed in coordination with Traffic Department. The total estimated cost for all proposed locations is \$74, 000 which will be funded with City Council District II discretionary funding.

Aerial maps for each of the streets where speed humps are being proposed are attached.

#### **COMMITTEE RECOMMENDATION**

None.

#### **STAFF RECOMMENDATION**

Staff recommends against the installation of speed humps under the special provision.

---

#### **Fiscal Impact**

**Fiscal Year:** 2017

**Budgeted Y/N?:**

**Source of Funds:** Bonds

**Account #:**

**Change Order: Exceeds 25% Y/N:**



**FINANCIAL IMPACT:**

Funding is available in the 2016 CO Discretionary Funds.

---

**Attachments**

Police Dept.  
Chacota  
Cheyenne  
Columbia  
Espana & Mirasol  
Lomas del Sur  
Louisiana  
Madero  
New York Fig. 1  
New York Fig. 2  
New York Fig. 3  
New York Fig. 4  
Palo Blanco  
Pecos  
San Luis  
Vicente  
Zacatecas  
Fire-Letters  
PD-Letters

---

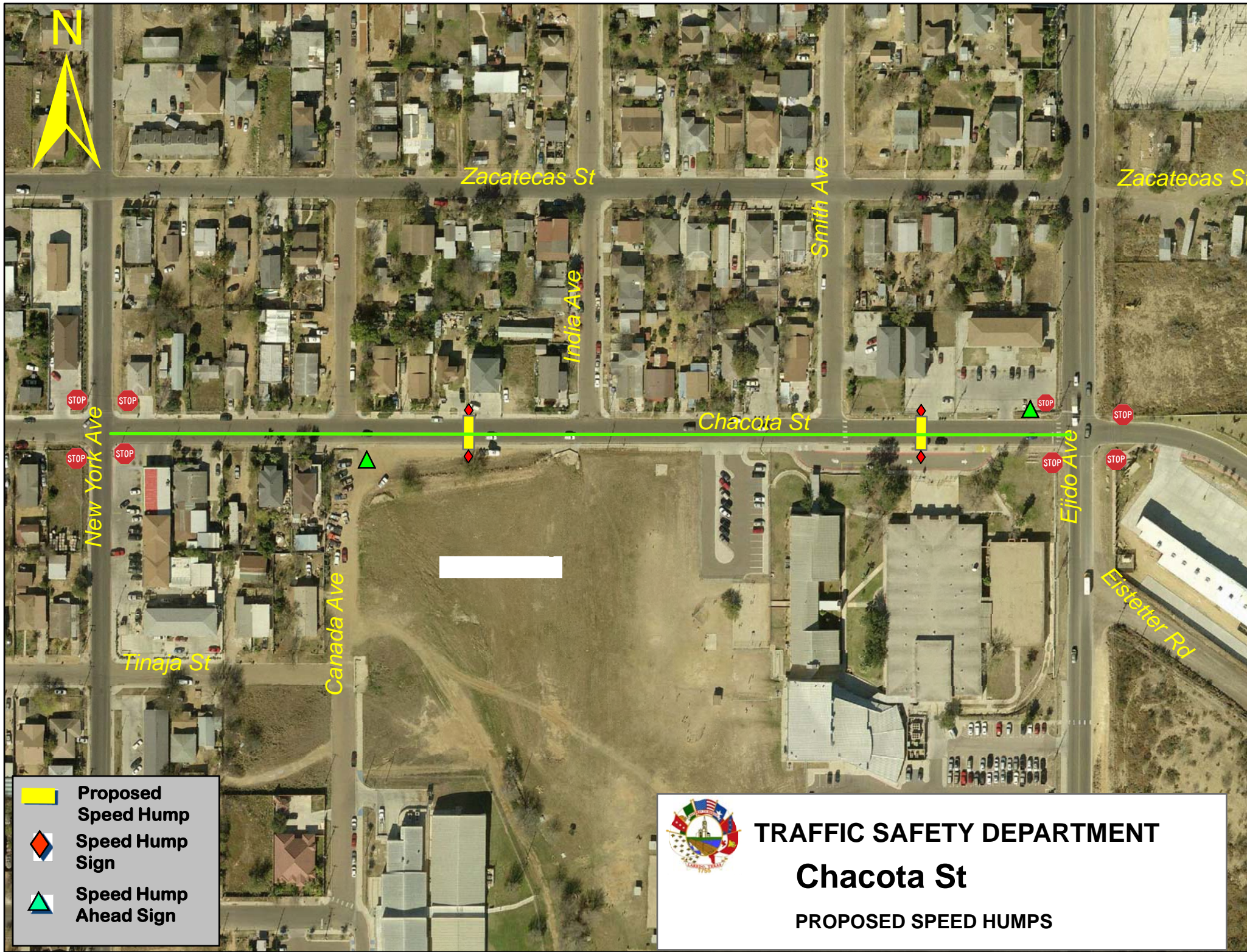







**For the best experience, open this PDF portfolio in  
Acrobat X or Adobe Reader X, or later.**

**[Get Adobe Reader Now!](#)**



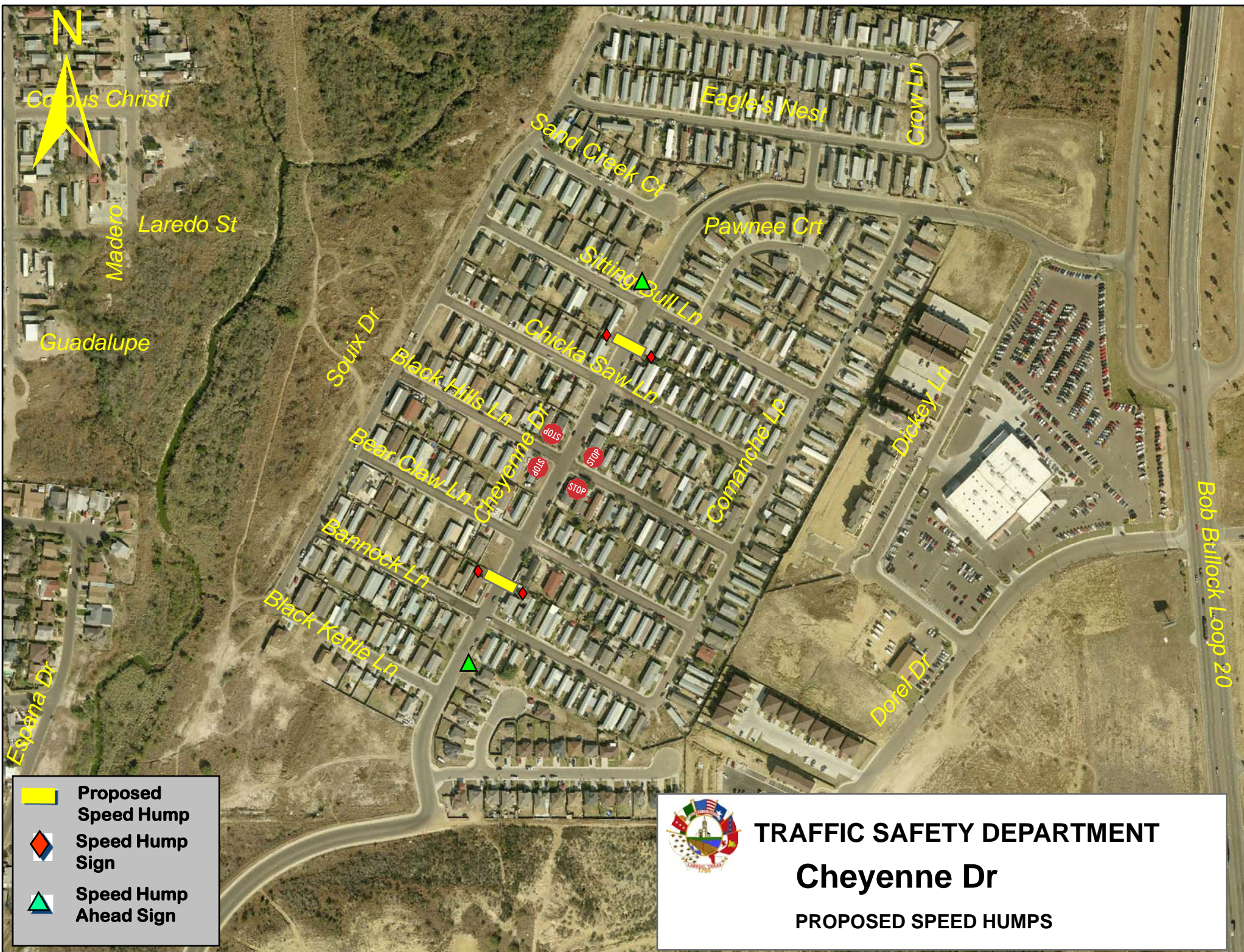


-  Proposed Speed Hump
-  Speed Hump Sign
-  Speed Hump Ahead Sign



**TRAFFIC SAFETY DEPARTMENT**  
**Chacota St**  
**PROPOSED SPEED HUMPS**





Corpus Christi

Laredo St

Madero

Guadalupe

Espana Dr

Sioux Dr

Black Hills Ln

Bear Claw Ln

Bannock Ln

Black Kettle Ln

Sand Creek Ct

Eagle's Nest

Crow Ln

Pawnee Crt

Sitting Bull Ln




Chicka Saw Ln

Comanche Ln

Dickey Ln

Dorel Dr

Bob Bullock Loop 20

-  Proposed Speed Hump
-  Speed Hump Sign
-  Speed Hump Ahead Sign

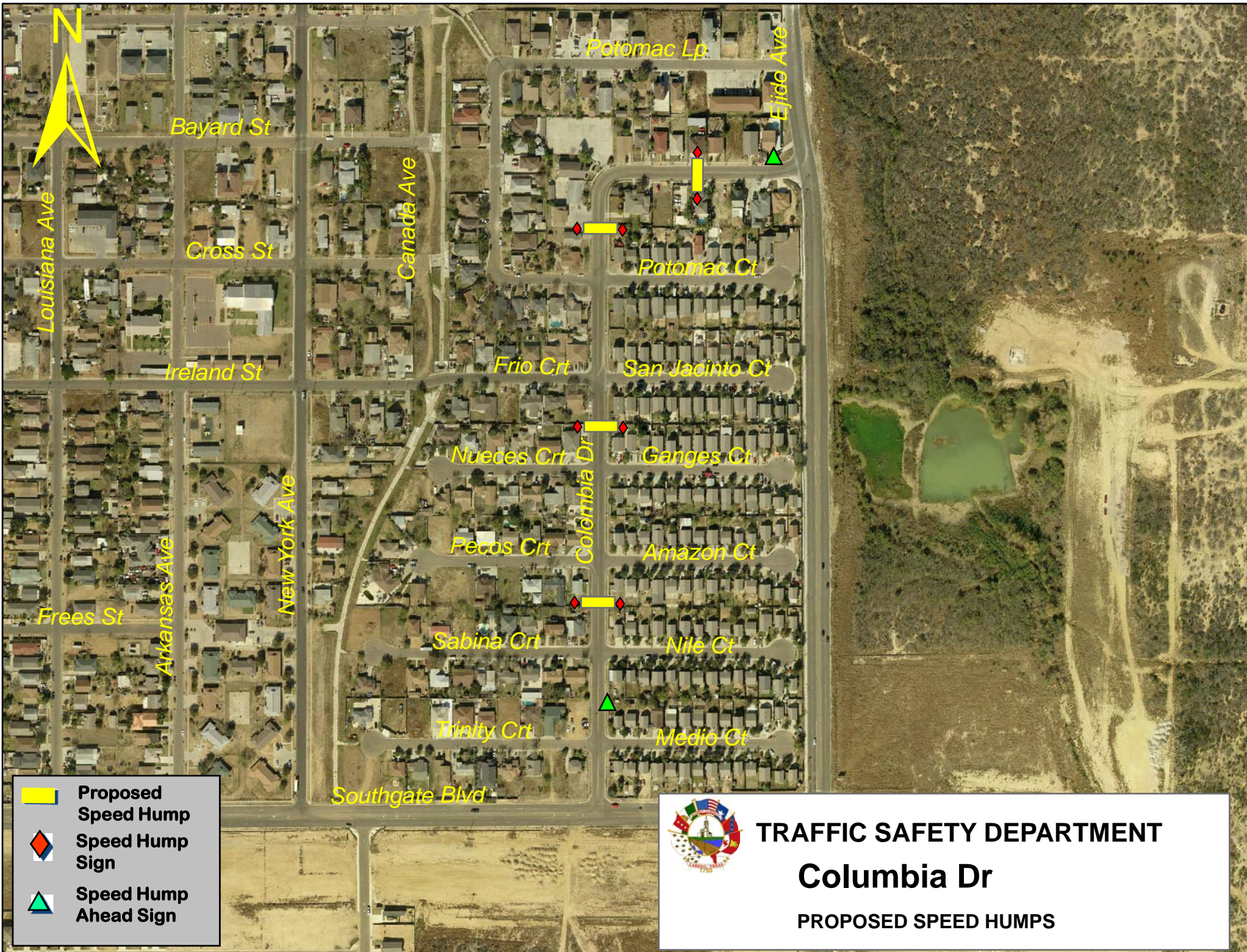


TRAFFIC SAFETY DEPARTMENT

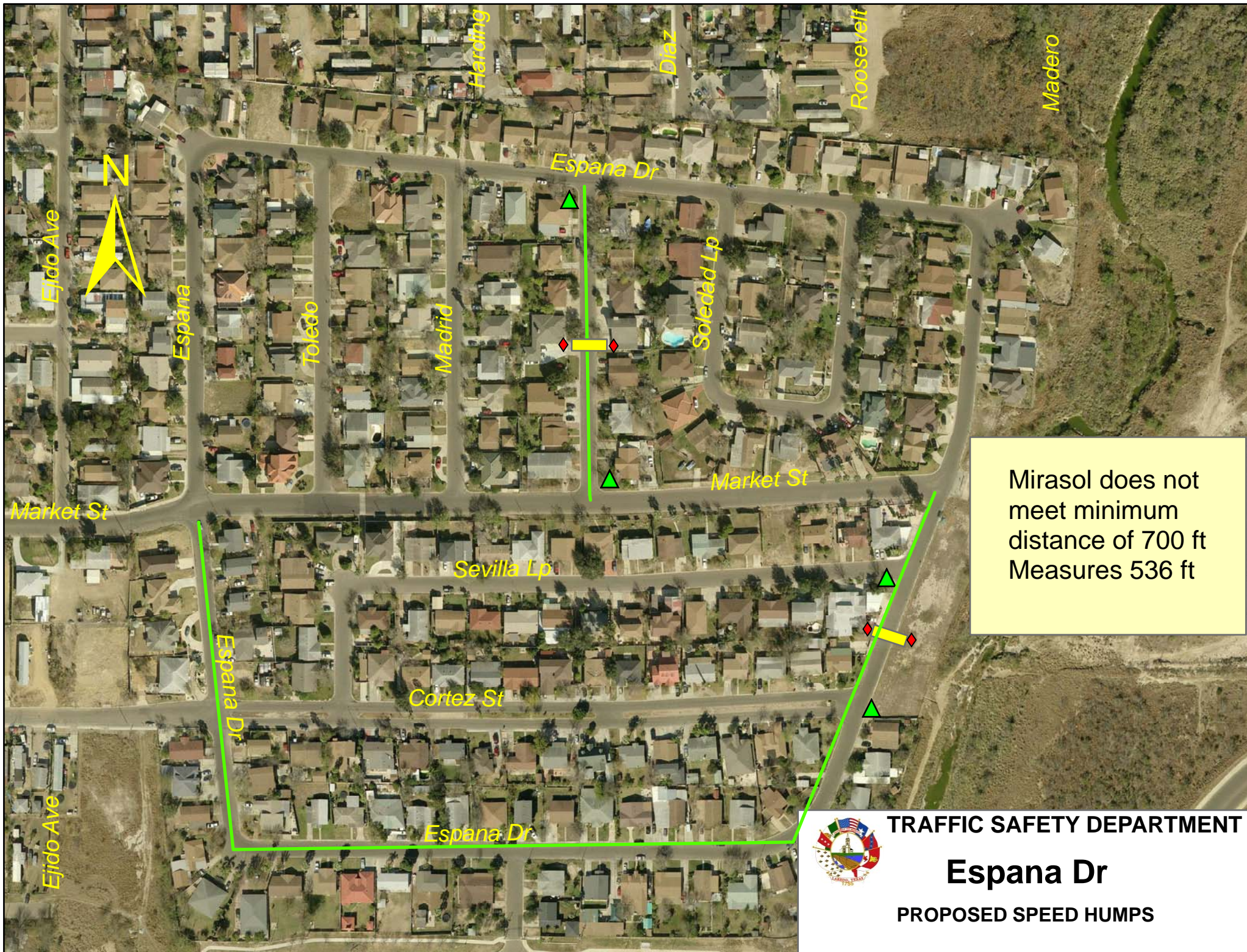
Cheyenne Dr

PROPOSED SPEED HUMPS







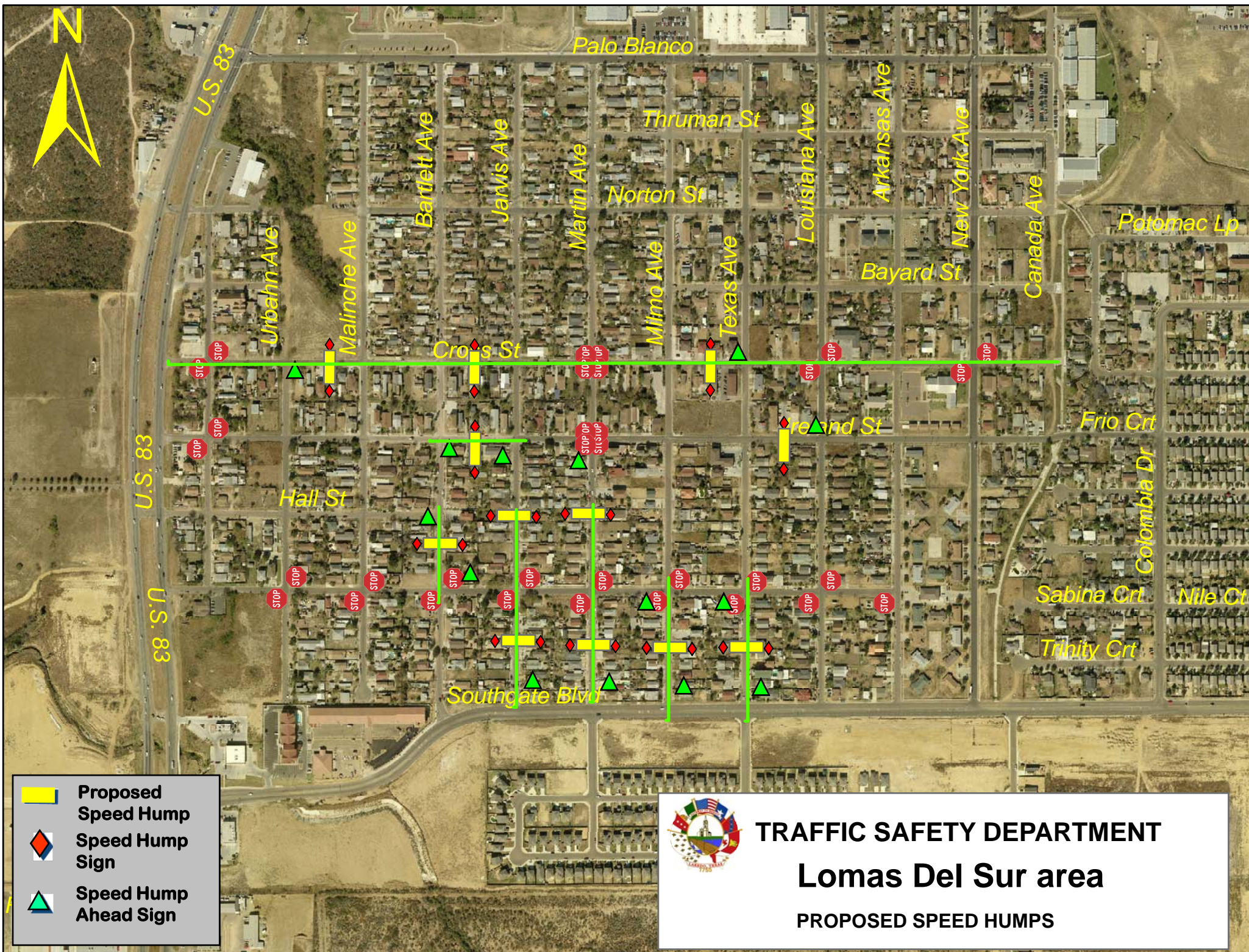


**TRAFFIC SAFETY DEPARTMENT**

**Espana Dr**

**PROPOSED SPEED HUMPS**



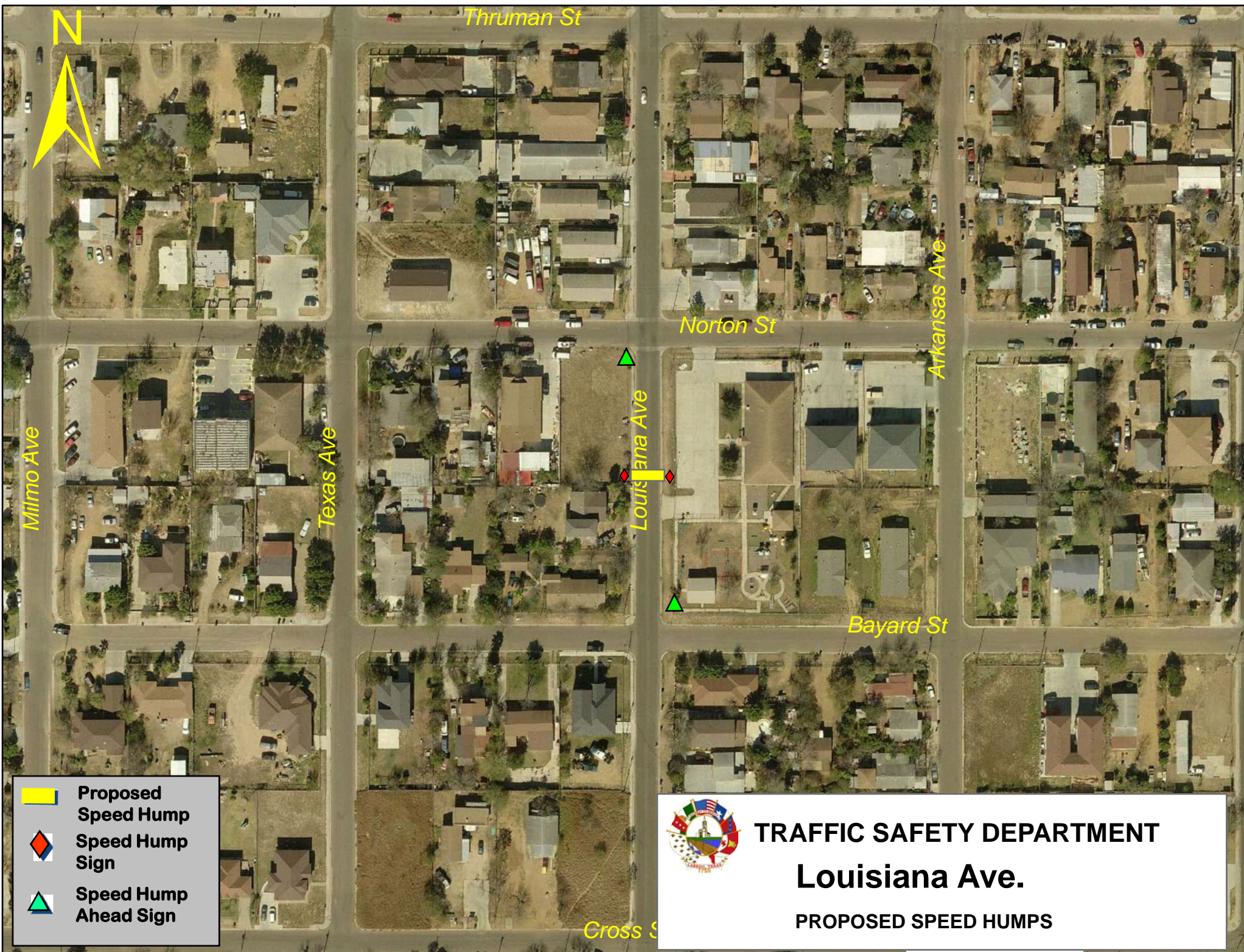


**TRAFFIC SAFETY DEPARTMENT**

**Lomas Del Sur area**

**PROPOSED SPEED HUMPS**





Thruman St

Norton St

Arkansas Ave




Bayard St

Cross St

Milmo Ave

Texas Ave

Louisiana Ave

-  Proposed Speed Hump
-  Speed Hump Sign
-  Speed Hump Ahead Sign



TRAFFIC SAFETY DEPARTMENT

Louisiana Ave.

PROPOSED SPEED HUMPS





Proposed  
Speed Hump



Speed Hump  
Sign



Speed Hump  
Ahead Sign

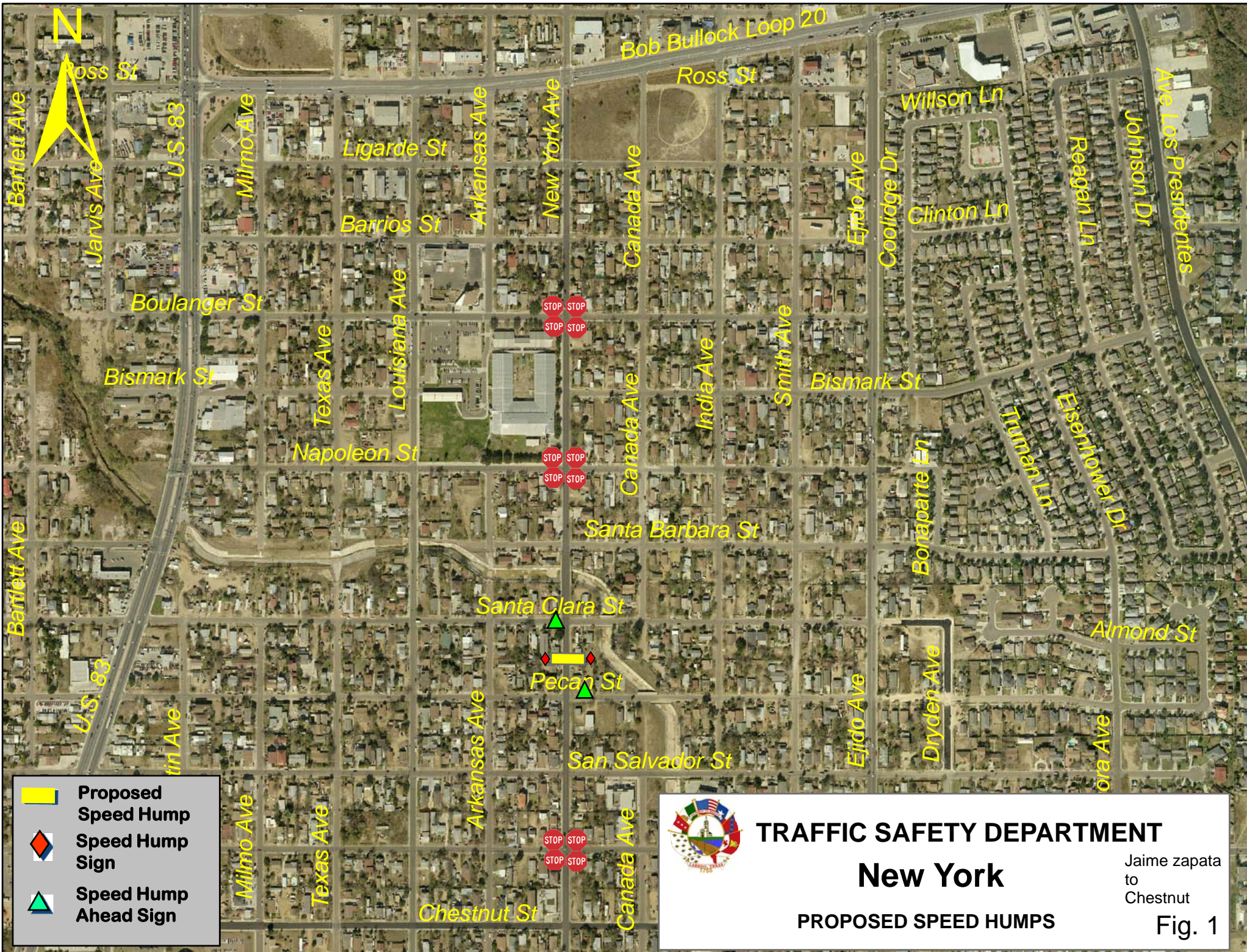


TRAFFIC SAFETY DEPARTMENT

Madero

PROPOSED SPEED HUMPS





- Proposed Speed Hump
- Speed Hump Sign
- Speed Hump Ahead Sign



TRAFFIC SAFETY DEPARTMENT

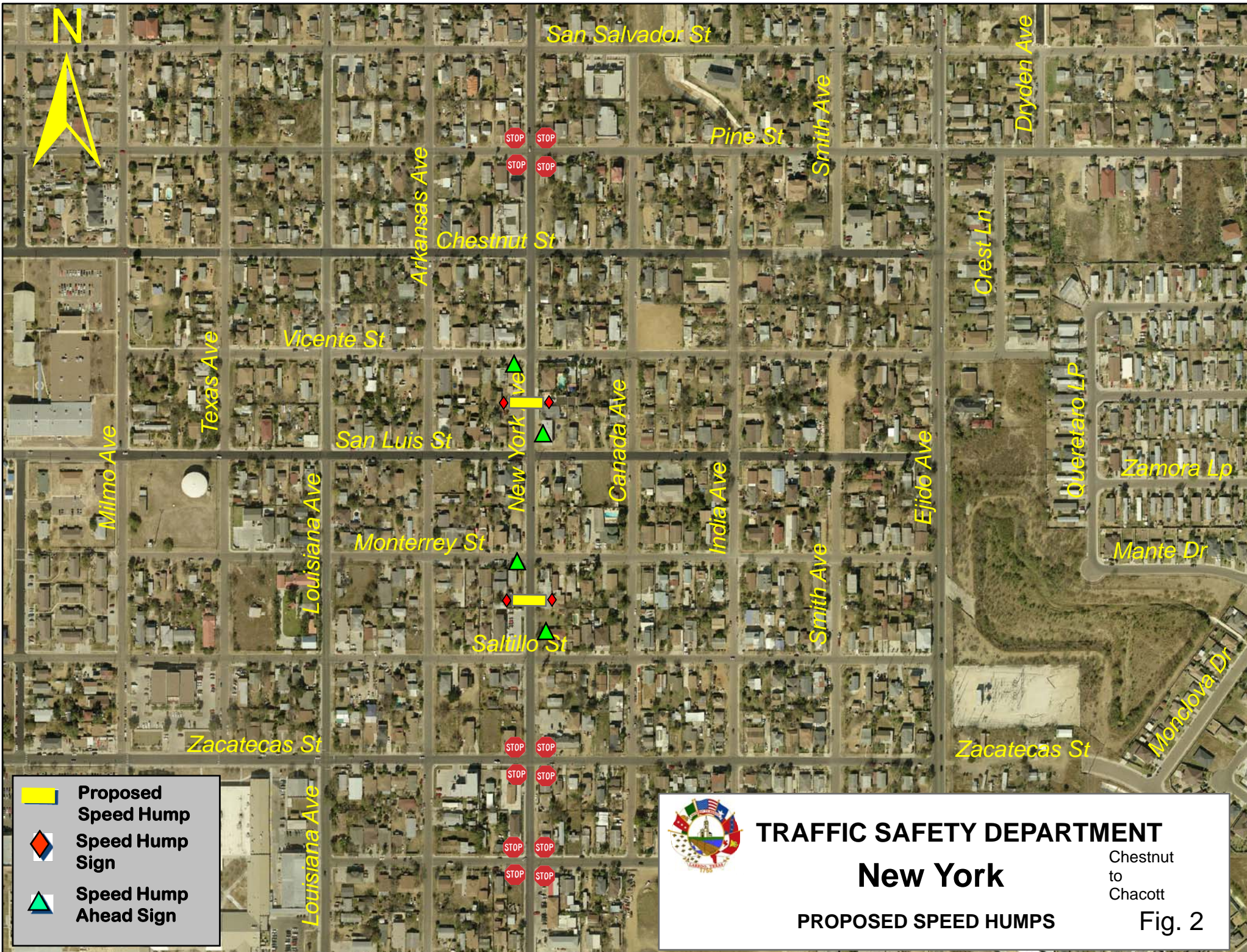
New York

PROPOSED SPEED HUMPS

Jaime zapata  
to  
Chestnut

Fig. 1





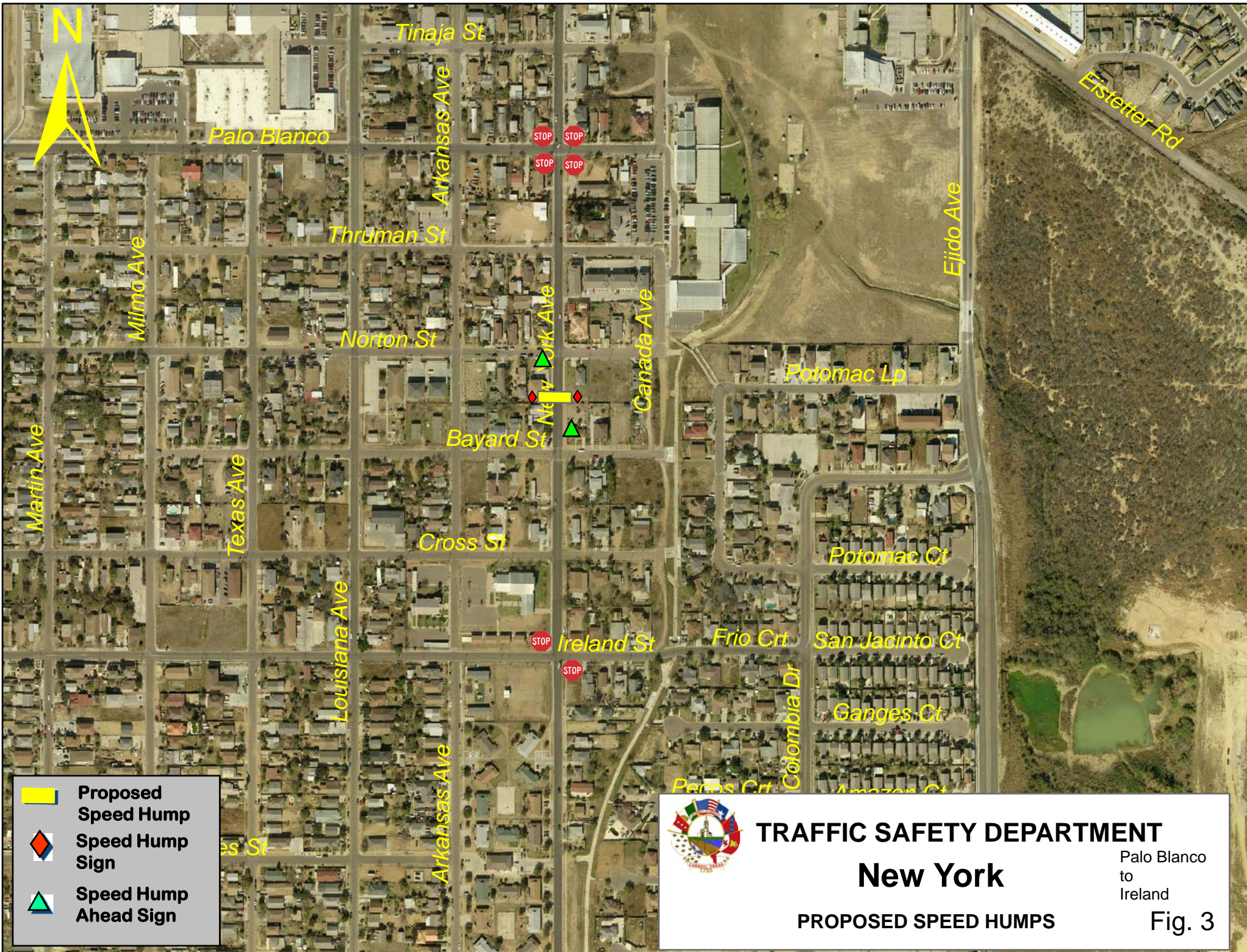
**TRAFFIC SAFETY DEPARTMENT**  
**New York**

**PROPOSED SPEED HUMPS**

Chestnut  
to  
Chacott

**Fig. 2**





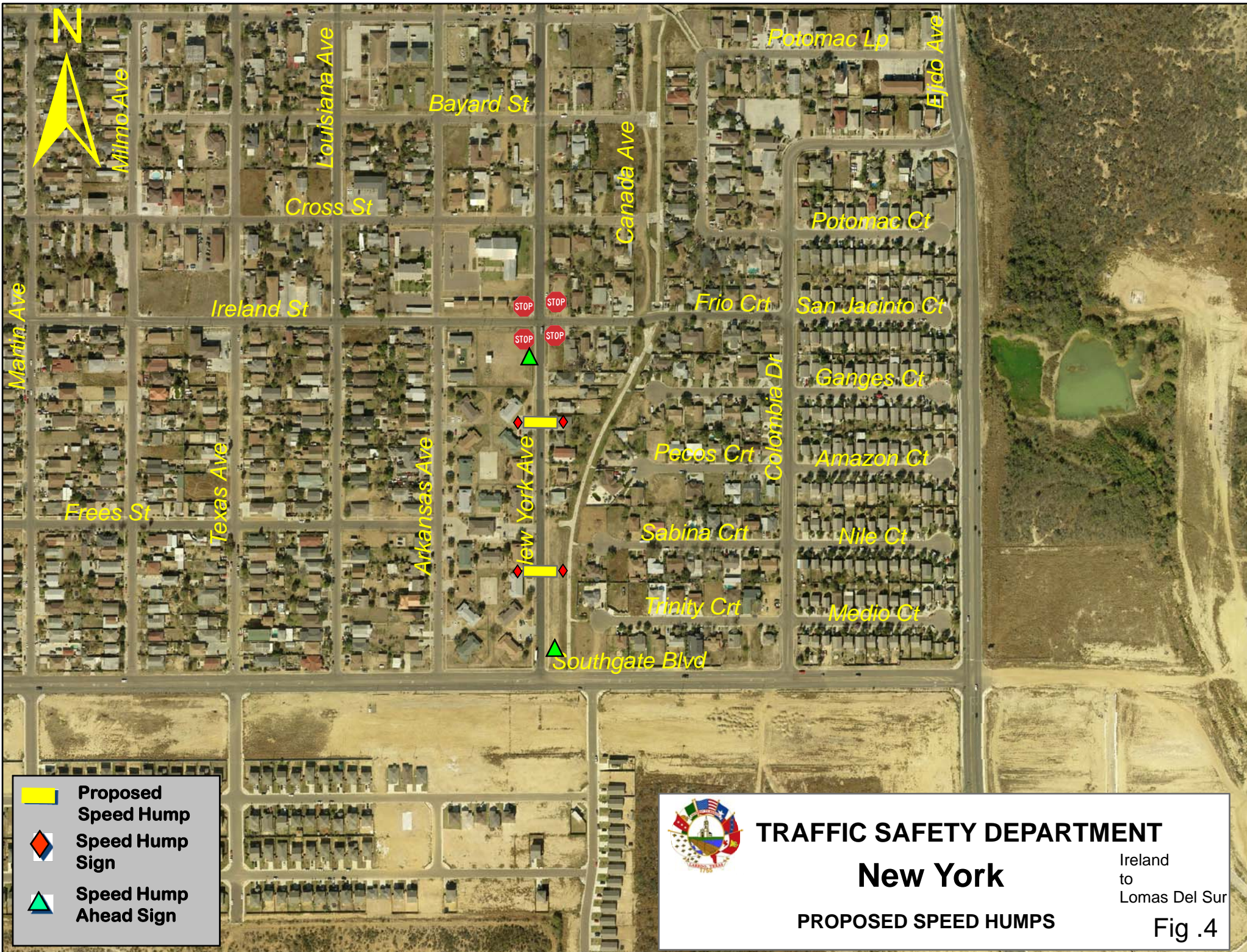
**TRAFFIC SAFETY DEPARTMENT**  
**New York**

**PROPOSED SPEED HUMPS**

Palo Blanco  
to  
Ireland

**Fig. 3**





**TRAFFIC SAFETY DEPARTMENT**

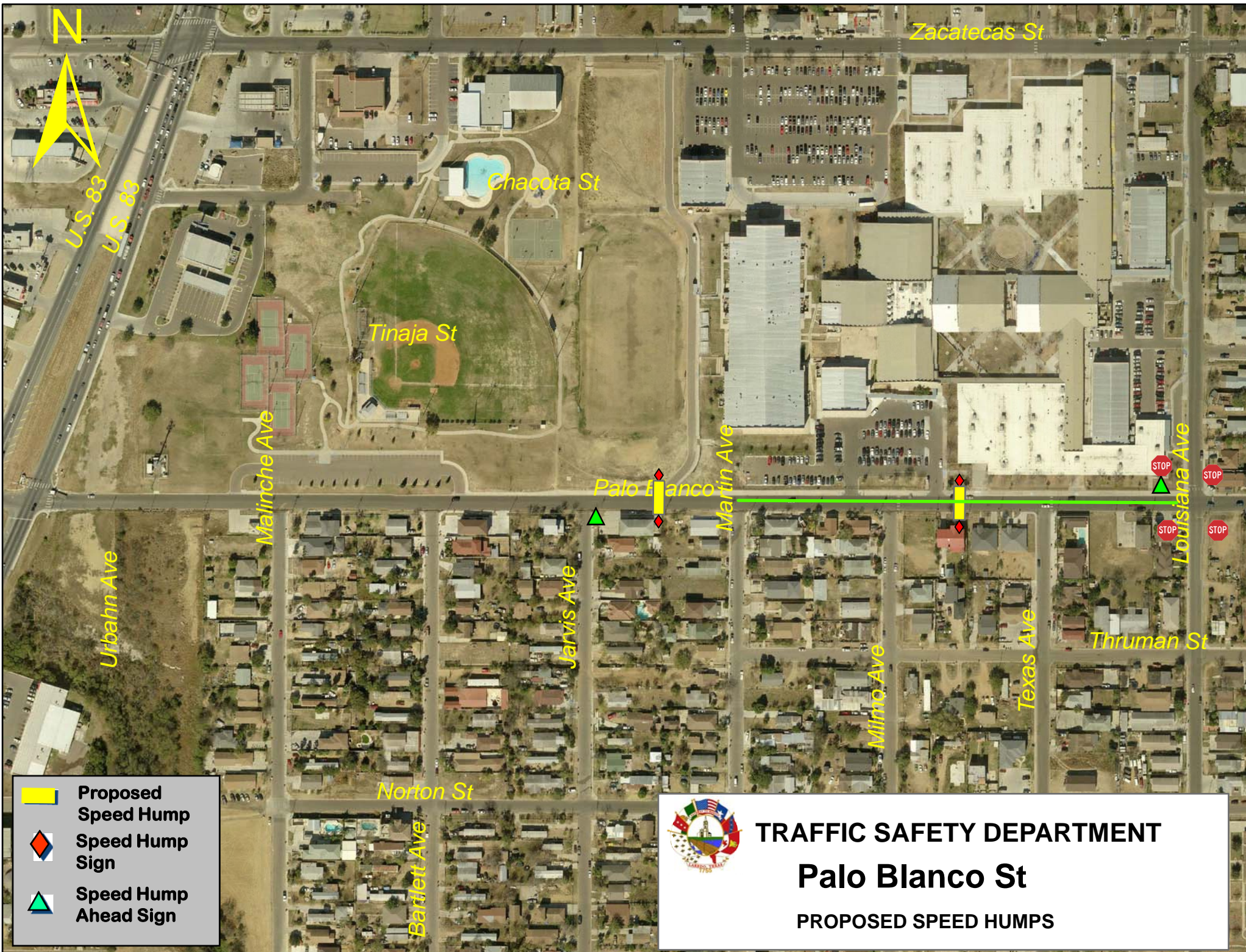
**New York**

**PROPOSED SPEED HUMPS**

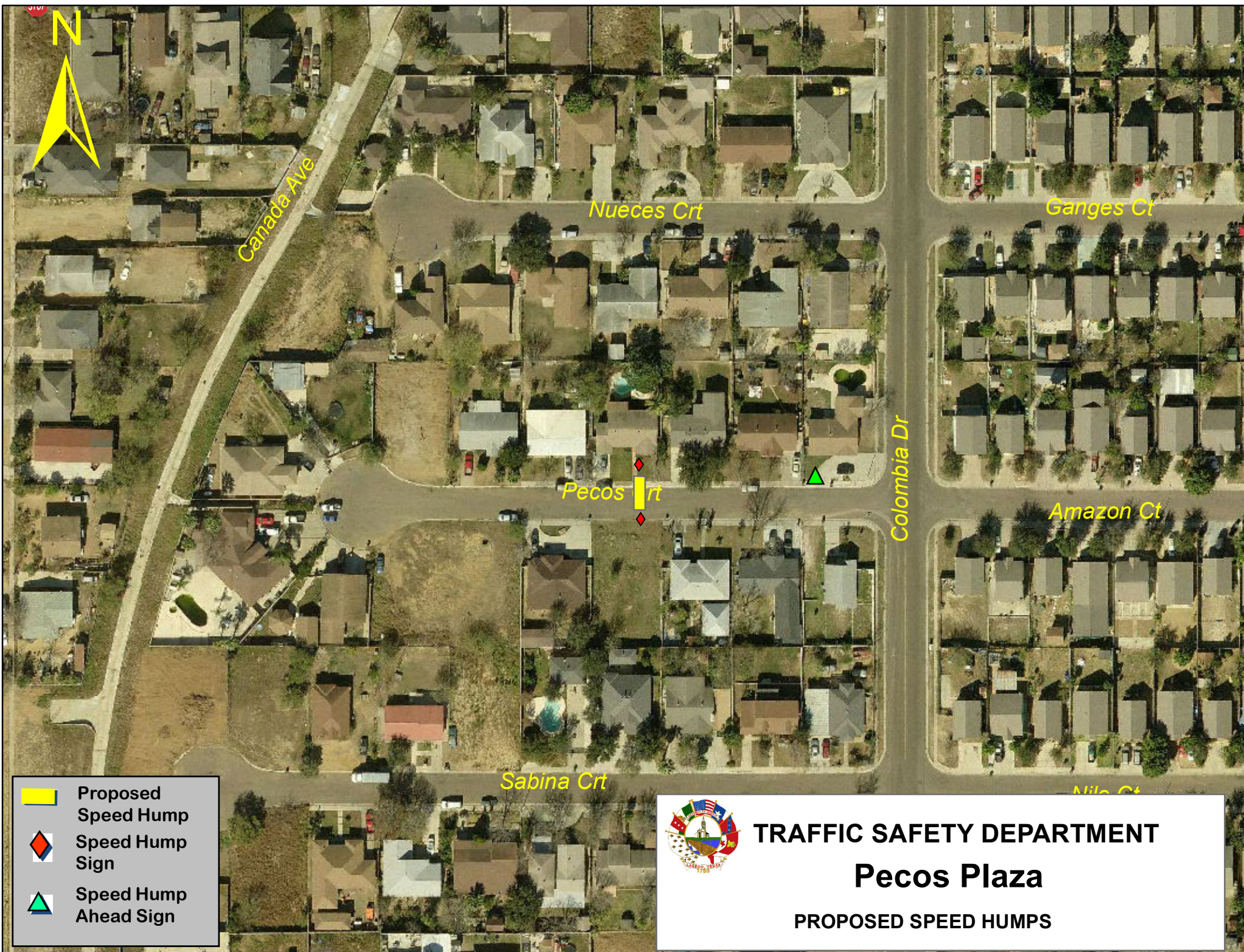
Ireland  
to  
Lomas Del Sur

**Fig .4**









**TRAFFIC SAFETY DEPARTMENT**

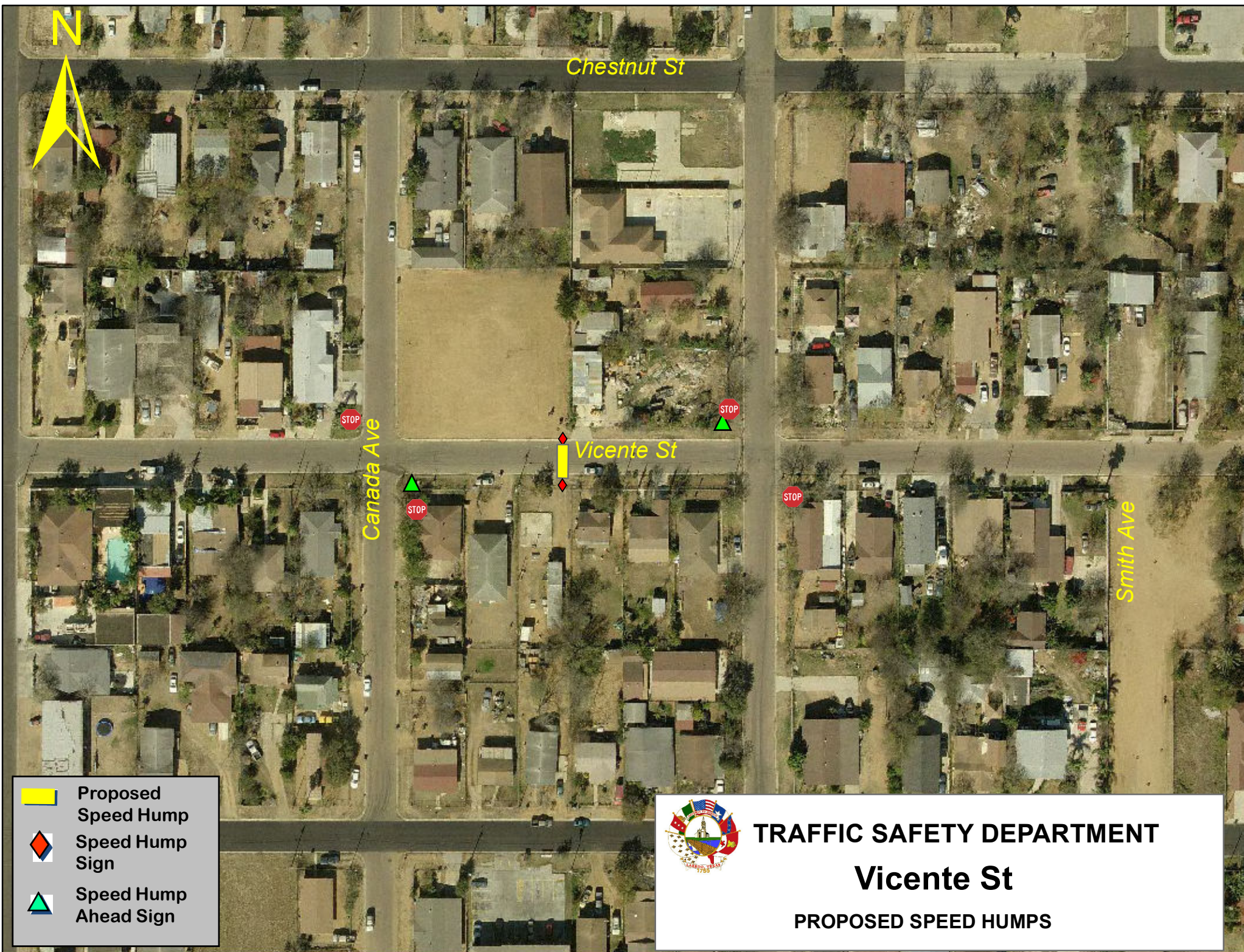
**Pecos Plaza**

**PROPOSED SPEED HUMPS**









Proposed  
Speed Hump



Speed Hump  
Sign



Speed Hump  
Ahead Sign



**TRAFFIC SAFETY DEPARTMENT**

**Vicente St**

**PROPOSED SPEED HUMPS**









## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 28, 2016

A request for placement of speed humps on Pecos Plaza (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on Pecos Plaza. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

Deny  
Installation: X

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 11 / 2 / 16





**City of Laredo**  
**Traffic Safety Division**

**Fire Department**  
**Speed Humps Installation Approval**

October 27, 2016

A request for placement of speed humps on Chacota between Ejido and New York (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed humps on Chacota between Ejido and New York. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation:   X  

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on Cheyenne Dr. between Sitting Bull Lane and Bannock Lane (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed humps on Cheyenne Dr. between Sitting Bull Lane and Bannock Lane. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

Deny  
Installation: X

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on Columbia Dr. between Ejido and Lomas de Sur (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on Columbia Dr. between Ejido and Lomas de Sur. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on Espana Dr. between Cortez and Sevilla (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.*** An approval from the Fire Department is being requested for the installation of the proposed speed humps on Espana Dr. between Cortez and Sevilla. The approval of this installation is needed to initiate and complete the speed hump installation process.

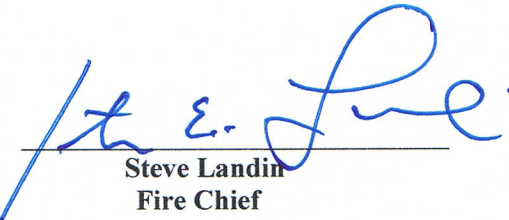
Approve  
Installation: \_\_\_\_\_

Reasons/Comments: Installation of speed cushions delay the response of

emergency vehicles. In addition, further injury may occur

Deny  
Installation: X

emergency vehicles. In addition, further injury may occur

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps in the area of Lomas del Sur (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps in the area of Lomas del Sur. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

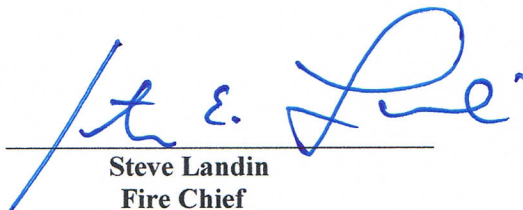
October 27, 2016

A request for placement of speed humps on Louisiana between Norton and Bayard St. (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on Louisiana between Norton and Bayard St. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

Deny  
Installation: X

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on Madero between Corpus Christi and Laredo (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on Madero between Corpus Christi and Laredo. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps along Mirasol between Espana Drive and Market (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps along Mirasol between Espana Drive and Market. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on New York between Chestnut and Chacota (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on New York between Chestnut and Chacota. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

Deny  
Installation: X

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on New York between Palo Blanco and Ireland (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.*** An approval from the Fire Department is being requested for the installation of the proposed speed humps on New York between Palo Blanco and Ireland. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

Deny  
Installation: X

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on New York between Ireland and Lomas Del Sur (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on New York between Ireland and Lomas Del Sur. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on New York between Jaime Zapata and Chestnut (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on New York between Jaime Zapata and Chestnut. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on Palo Blanco between Louisiana and Jarvis (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Fire Department is being requested for the installation of the proposed speed humps on Palo Blanco between Louisiana and Jarvis. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation:   X  

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   10





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

A request for placement of speed humps on San Luis between Milmo and Jarvis (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed humps on San Luis between Milmo and Jarvis. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation:   X  

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

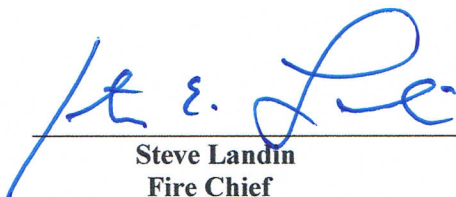
October 27, 2016

A request for placement of speed humps on Vicente between Canada and India (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed humps on Vicente between Canada and India. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: \_\_\_\_\_

Deny  
Installation:   X  

Reasons/Comments: Installation of speed cushions delay the response of  
emergency vehicles. In addition, further injury may occur  
to patients with head trauma and/or spinal injuries.

  
Steve Landin  
Fire Chief

Date:   10   /   31   /   16





## City of Laredo Traffic Safety Division

### Fire Department Speed Humps Installation Approval

October 27, 2016

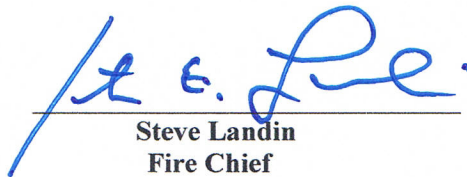
A request for placement of speed humps on Zacatecas between Louisiana and Bartlett (see attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed hump should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed humps on Zacatecas between Louisiana and Bartlett. The approval of this installation is needed to initiate and complete the speed hump installation process.

Approve  
Installation: ☒

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve Landin  
Fire Chief

Date: 10 / 31 / 16





**City of Laredo**  
**Traffic Safety Division**  
**Police Department**  
**Speed Humps Installation Approval**

October 27, 2016

A request for placement of a speed humps on New York between Palo Blanco and Ireland (See attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed humps should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Police Department is being requested for the installation of the proposed speed humps on New York between Palo Blanco and Ireland. The approval of this installation is needed to initiate and complete the speed humps installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

**Raymond E. Garner**  
Chief of Police

Date: 11 / 1 / 16





**City of Laredo**  
**Traffic Safety Division**

**Police Department**  
**Speed Humps Installation Approval**

October 27, 2016

A request for placement of a speed humps on New York between Jaime Zapata and Chestnut (See attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed humps should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Police Department is being requested for the installation of the proposed speed humps on New York between Jaime Zapata and Chestnut. The approval of this installation is needed to initiate and complete the speed humps installation process.

Approve  
Installation: ☒

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: ☐

**Raymond E. Garner**  
Chief of Police

Date: 11/1/16





# City of Laredo

## Traffic Safety Division

### Police Department

### Speed Humps Installation Approval

October 27, 2016

A request for placement of a speed humps on Cheyenne Dr. between Sitting Bull Lane and Bannock Lane (See attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed humps should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Police Department is being requested for the installation of the proposed speed humps on Cheyenne Dr. between Sitting Bull Lane and Bannock Lane. The approval of this installation is needed to initiate and complete the speed humps installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

Raymond E. Garner  
Chief of Police

Date: 11 / 11 / 16





# City of Laredo Traffic Safety Division

## Police Department Speed Humps Installation Approval

October 27, 2016

A request for placement of a speed humps on New York between Chestnut and Chacota (See attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed humps should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Police Department is being requested for the installation of the proposed speed humps on New York between Chestnut and Chacota. The approval of this installation is needed to initiate and complete the speed humps installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

Raymond E. Garner  
Chief of Police

Date: 11 / 1 / 16





# City of Laredo

## Traffic Safety Division

### Police Department

### Speed Humps Installation Approval

October 27, 2016

A request for placement of a speed humps on New York between Ireland and Lomas Del Sur (See attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed humps should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.* An approval from the Police Department is being requested for the installation of the proposed speed humps on New York between Ireland and Lomas Del Sur. The approval of this installation is needed to initiate and complete the speed humps installation process.

Approve  
Installation: ☒

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: ☐

Raymond E. Garner  
Chief of Police

Date: 11/1/16





**City of Laredo**  
**Traffic Safety Division**  
**Police Department**  
**Speed Humps Installation Approval**

October 27, 2016

A request for placement of a speed humps on Vicente between Canada and India (See attached PDF) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed humps should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Police Department is being requested for the installation of the proposed speed humps on Vicente between Canada and India. The approval of this installation is needed to initiate and complete the speed humps installation process.

Approve  
Installation: \_\_\_\_\_

Reasons/Comments: \_\_\_\_\_

Deny  
Installation: \_\_\_\_\_

**Raymond E. Garner**  
Chief of Police

Date: \_\_\_\_\_

11 / 1 / 16



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Riazul I. Mia, P.E., CFM - Utilities Director

---

**SUBJECT**

Consideration for approval of the selection of engineering laboratory based on Request for Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the laboratory testing to Millennium Engineering Group, Inc. for the 24-in Water Transmission Main on Casa Verde Road and the 3 million gallon elevated storage tank at San Isidro to Howland Engineering & Surveying Co. There is no financial impact at this time.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Request For Qualifications (RFQ) were advertised on July 31, 2016 and August 7, 2017, and the RFQ was closed on August 26, 2016. A total of five (5) licensed engineering laboratories: 1) Carrillo & Associates; 2) Millennium Engineering Group, Inc.; 3) Howland Engineering & Surveying Co.; 4) Terracon; and, 5) Castle Engineering & Testing, LLC., responded to the request and staff from various departments reviewed the submittals and ranked the qualified firms based on: 1) Specialized experience of firm; 2) Project personnel; 3) Approach to work; and, 4) Other considerations. The ranking for the firms is attached for the Council's reference. If required, the contract award will be taken to Council for final approval.

**COMMITTEE RECOMMENDATION**

Finance and Operations Committee

**STAFF RECOMMENDATION**

Approval of Motion

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**



**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

No Financial Impact

---

**Attachments**

Ranking

---





5816 Daugherty Avenue  
Laredo, TX 78041  
(956) 721-2000



<b>LABORATORY TESTING FOR 24-IN WATER TRANSMISSION MAIN ON CASA VERDE ROAD &amp; 3.0 MG ELEVATED STORAGE TANK AT SAN ISIDRO FOR THE CITY OF LAREDO UTILITIES DEPARTMENT</b>		<b>Last Updated: 10/11/2016</b>
<b>Consulting Firm</b>	<b>Rank</b>	
Terracon	1	
Howland Engineering & Surveying Co.	2	
Millenium Engineers Group, Inc.	3	
Castle Engineering & Testing, LLC.	4	
Carrillo & Associates, Inc.	5	



**City Council-Regular**

**Meeting Date:** 11/07/2016

**Initiated By:** Robert Eads, Assistant City Manager

**Staff Source:** Riazul I. Mia, P.E., CFM - Utilities Director

---

**SUBJECT**

Consideration for approval of the selection of engineering laboratory based on Request For Qualifications (RFQ) received and authorizing the City Manager to negotiate a contract for the laboratory testing services of the South Laredo Wastewater Treatment Plant 18 MGD Expansion project with Terracon. There is no financial impact at this time.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

**PREVIOUS COUNCIL ACTION**

None

**BACKGROUND**

Request For Qualifications (RFQ) were advertised on August 24, 2016 and September 4, 2016, and the RFQ was closed on September 23, 2016. A total of four (4) licensed engineering laboratories: 1) Professional Engineering Services; 2) Millennium Engineers Group, Inc.; 3) Howland Engineering & Surveying Co., and 4) Terracon, responded to the request and staff from various departments reviewed the submittals and ranked the qualified firms based on: 1) Specialized experience of firm; 2) Project personnel; 3) Approach to work; and, 4) Other considerations. The ranking is attached for the Council's reference. If required, the awarding of the contract will be taken to Council for final approval.

**COMMITTEE RECOMMENDATION**

Finance and Operations Committee

**STAFF RECOMMENDATION**

Approval of Motion

---

**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**



**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

There is no financial impact.

---

### **Attachments**

Ranking

---





5816 Daugherty Avenue  
Laredo, TX 78041  
(956) 721-2000



LABORATORY TESTING FOR SLWWTP 18 MGD EXPANSION PROJECT FOR THE CITY OF LAREDO UTILITIES DEPARTMENT		Last Updated: 10/11/2016
Consulting Firm	Rank	
Terracon	1	
Howland Engineering & Surveying Co.	2	
Millenium Engineers Group, Inc.	3	
Professional Engineering Services	3	



**City Council-Regular**

**42.**

Meeting Date: 11/07/2016

Initiated By: Cynthia Collazo, Deputy City Manager

Agenda Category: Staff Report

Staff Source: Homero Vazquez-Garcia

---

**SUBJECT**

Presentation on the work done in partnership with Texas A&M International University for Make A Difference Day at the Laredo Animal Care Facility.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

None.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

None.

---