CITY OF LAREDO CITY COUNCIL MEETING

A-2017-S-08
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
October 16, 2017
5:30 P.M.

SUPPLEMENTAL AGENDA

I. MOTIONS

 Consideration to award contract FY17-068 to the low bidder ROMO Contractor, Laredo, Texas in the amount of \$129,000.00 for the purchase and installation of one steel deck truck scale for the Utilities Department. The project shall include all labor, materials, and related appurtenances as per bid specifications. The estimated time for completion of this project is between sixty (60) and ninety (90) working days. Funding is available in 2013 Waterworks Revenue Bond.

II. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

- 2. Request by Council Member George Altgelt
 - 1. Discussion and possible action to include additional language to the City's resolution in support of the Paris Climate Accord. (Co-Sponsored by Council Member Alberto Torres, Jr. and Council Member Nelly Vielma)

III. ADJOURNMENT

>

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 Friday, October 13, 2017 at 5:00 p.m.

ose A. Valdez, Jr. City Secretary **City Council-Supplemental Agenda**

Meeting Date: 10/16/2017

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 contract FY17-068 to the low bidder ROMO Contractor, Laredo, Texas in the amount of \$129,000.00 for the purchase and installation of one steel deck truck scale for the Utilities Department. The project shall include all labor, materials, and related appurtenances as per bid specifications. The estimated time for completion of this project is between sixty (60) and ninety (90) working days. Funding is available in 2013 Waterworks Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bids and received two (2) bid submittals for awarding a contract for the purchase and installation of one steel deck truck scale which shall be used to weigh materials delivered to the Utilities Department. This project shall include all labor, materials, and related appurtenances required to complete this project. Although A-1 Scale Services submitted a low quote, they did not submit their pricing on the required formal bid document; A-1 quote was incomplete and cannot be considered. City staff is recommending that this contract be awarded to the low bidder ROMO Contractor. The estimated time for completion of this project is between sixty (60) and ninety (90) working days.

Bid Pricing Summary:

Vendor Project Total
A-1 Scale Services \$ 116,650.00**
ROMO Contractors \$ 129,000.00
ABBA Construction \$ 193,333.00

** Incomplete - Did not submit

Formal Bid

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2018
Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-4195-538-0426

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2013 Waterworks Revenue Bond account number

557-4195-538-0426.

Attachments

Contract FY17-068 Contract

Bid Tab FY17-068

33.0 Tab A - Bidder Information Questionnaire

#2

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) homo Contractors, L.C.
Signature Molice Date 9.14.2017.
of person authorized to sign bid
Print Name Walso Molina
of person authorized to sign bid
Title: President.
Business Address: 2710 Zacatecas St.
City, State, Zip Code: Laredo, TX. 78046.
Telephone Number: 956.753.8689. Fax Number: 956.734.4174.
Contact Person Email Address: 10050 @ romoContractors, com.
Federal Tax ID Number: 45.5447449
Bidders Principal/Corporate Place of Business Address: <u>2710 Zacatecco St.</u>
Indicated Status of Business:
CorporationPartnership Sole Proprietorship Other:
If other state business status: <u>Limited Liability Company.</u>
State how long under its present business name: 5 years.
If applicable, list all other names under which the Business identified above operated in the last five years.
1
N/A
Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No.)					
Is any litigation pending against the Business? Yes / No.					
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No. If yes, offer need to explain the expected impact both in organizational and directional terms.					
Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.					
Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No					
Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.					
Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No					
Is the Business in arrears in any contract or debt? Yes / No					
Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No					
Have liquidated damages openalty 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					

34.0 Tab B Price Schedule

34.1 Price Schedule

Project as per specifications. Price includes equipment, labor, scale and installation of scale:

Work Description	Total Price
Purchase and installation of Steel Deck Truck Scale	\$ 129,000 ==
One Hundred Tuenty Nine Thousand only Expected working days to complete project: 60	90 days

34.2 The Contractor must have completed 3 projects of similar work listed below. Contractor shall have 5 years of experience and provide references to be considered qualified responsible Bidder.

1. COL-MOSphry Wall for Utilities Fleet Parking Location.
Completed: June 2017 contract Amounts \$ 168,490.
2. COL-Charon Crack Palastrain Trail Phase II
completed & March 2016 contract Amount & 1,200,200,00
3. Col-Canizales boxing Gym Expantion.
completed & July 2015 Youthact amount 201 1, 283,500.00
Company Name: Romo Contractors, LLC.
Owner/President Name: Neko Molina.
Company Address: 2710 Zacatecas St.
City, State, Zip Code: Laredo, Texas 78046.
Company Authorized Representative's Signature: 9/-0///olive
Company Representative's Name: Nelso Molina!

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

GOVERNMENT CODE EXISTS. Name Signature Signature A 14 2017 Date	VIOLATION OF SECTION 176.006, LOCAI
CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being fited 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).	Date Received
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.	
Name of person who has a business relationship with local governmental entity.	
(The law requires that you file an updated completed questionnaire with the appropriate 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Name of local government officer with whom filer has employment or business relationshi Name of Officer	.)
This section (item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 176.001(1-a), Location this Form CIQ as necessary.	er with whom the filer has cal Government pages to
A. Is the local government officer named in this section receiving or likely to receive taxable income, income, from the filer of the questionnaire? Yes	ome, other than investment
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invest direction of the local government officer named in this section AND the taxable income is a governmental entity? Yes	ment income, from or at the not received from the local
C. Is the filer of this questionnaire employed by a corporation or other business entity with respe government officer serves an officer or director, or holds an ownership of 10 percent or more?	
D. Describe each employment or business relationship with the local government officer nam	ed in this section.
Signature of person doing business with the governmental entity	Date

3	6.	0	Ta	b	D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {} COUNTY OF WEBB {}

Nelso Molina

Being first duly sworn, deposes and says:

That he/she is + resident of Romo Contractors, LIC.

(a Partner of officer of the firm of, etc.)

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

Signature of:

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

Subscribed and sworn before me this

1

14th day of Sept 20

Notary Public

My commission expires:

May 88, 804.



37.0 <u>Tab E</u>



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: Nelso M.I. Last: Molina Suffix:
*2. Contract Information.
a) Contract or project name: Steel Deck Truck Scale
b) Originating department: Utilitic Dept. FY17-068
*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).
Nelso Molina President of Romo Contractors, L.C.
*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:
*6. List any individuals or entitles that will be subcontractors on this contract.
Not applicable. No subcontractors will be retained for this contract.
Subcontractors may be retained, but have not been selected at the time of this submission.
List of subcontractors:
*6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:
 -

*7. Disclosure of political contributions.

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

- a) any individual seeking contract with the city (Question 8)
- 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)

Mot 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?

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

I am aware of the following conflicts(s) of interest:

*Acknowledgements

Depdates 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 ipitial 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.

*0ath	
If swear or affirm that the statements contained in this Discretionary Contracts Disclosure attachments, to the best of my knowledge and helief are true, correct, and complete. Your Name: 1080 1000 11tle: 1000 1000 1000 1000 1000 1000 1000 10	

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CI)

Tacknowledge that I have been advised of the requirement to file a Cle form under Chapter 176 of the Local

*Conflict of Interest Questionnaire (CIQ)

to the Office of the City Secretary.

Government Code.

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

38.0 <u>Tab F</u>

	CERTIFICATE OF INTE		1	FORM 1295						
	Complete Nos. 1 - 4 and 6 if th Complete Nos. 1, 2, 3, 5, and 6		OFFIC	CE USE ONLY						
	1 Name of business entity filing form, and the city, state and country of the business entity's place of business.									
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.									
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	Natu	re of Interest	(check applicable)					
	Name of interested raity	(place of business)	Coi	ntrolling	Intermediary					
	CONTROL OF THE PARTY OF THE PAR	A- 14 MIN TO 14 MANAGAMAN AND MAN			, manuscripting (1991)					
	TO THE POST OF THE									
	The state of the s									
			***	RAMANA IN IN IN THE STATE OF THE PARTY OF TH						
5	Check only if there is NO Interested	Party.								
5	AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity									
	AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said 1000 1000 1000 1000 1000 1000 1000 10									
	Signature of bificer administering oath	Printed name of officer administering oath		Votary Title of Office	Public . er administering oath					
	ADI	D ADDITIONAL PAGES AS NECES	SARY	<i>'</i>						

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015



City of Laredo Purchasing Division

September 6, 2017

Addendum No. 1

Ref: Bid: Steel Deck Truck Scale - Utilities Department

FY17-068

Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following modifications to the Bid:

On page 11 & 12 addition of specifications 17.11, 17.12, 17.13, and 17.14.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador Purchasing Agent

Acknowledgement of Addendum #1

XC Purchasing File



P&C 877 282 1625 Bonds 800 933 7444 225 South Fifth Street PO 80x 2683 Waco, Texas 76702-2683

BID BOND

	Bond No.	CNB-25179-00
KNOW ALL MEN BY THESE PRESEN	TS:	
THAT we, Romo Contractors LLC and INSURORS INDEMNITY COMPAN held and firmly bound unto called the Obligee, in the amount of 5% of the Greatest Amount Bid for the payment of which sum well and tourselves, our heirs, executors, administ by these presents.	IY, Waco, Texas, as Surety, he City of Laredo 5 % of the amount of this b I Truly to be made, the said Princi	, as Obligee, hereinafter id not to exceed Dollars (\$_5% of G.A.B_), ipal and the said Surety, bind
WHEREAS, the principal has sub Steel Deck Truc	omitted a bid for k Scale,Utilities Department FY17-0	068
NOW, THEREFORE, If the contra within such time as specified in the bid, sufficient surety, or, in the event of the fa such bond or bonds; if the Principal shall hereof between the amount specified in good faith contract with another party to shall be null and void, otherwise to rema PROVIDED, HOWEVER, neither Obligee prior to execution of the final co- form acceptable to Principal and Surety	act be timely awarded to the Prenter into a contract in writing a ailure of the Principal to enter in pay to the Obligee the differential bid and such larger amous perform the work covered by sain in full force and effect. Principal nor Surety shall be bentract shall furnish evidence of	rincipal and the Principal shall and give bond with good and nto such Contract and give nce not to exceed the penalty nt for which the Obligee may intended bid, then this obligation ound hereunder unless financing in a manner and
cost of the project.	tracinianong nao boon miniy c	Sommitted to sover the citille
SIGNED, SEALED AND DATED this1	4th day of September	
	Principal: Romo Contractors LLG By: (title) N 61 30 MUL	(Seal) । भण्य
	Surety: INSURORS INDEMNITY COM By: Mr. Jacobson Russ Frenzel, Attorney.	(Seal)



P&C 877 282 1625 Bonds 800 933 7444 225 South Fifth Street PO Box 2683 Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683 Waco, TX 76702-2683 Or 225 South Fifth Street Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A) P.O. Box 149091 Austin, TX 78714-9091 Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683 Waco, TX 76702-2683 O 225 South Fifth Street Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de información y no se convierte en parte o condición del documento adjunto.



POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: Number: CNB-25179-00 That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Russ Frenzel of the City of Dallas, State of TX as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit: Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company. INSURORS INDEMNITY COMPANY Dave E. Talbert, President State of Texas County of McLennan On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company. mm. Exp. 8/21/21 ry ID 223689-7 Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014: RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached. RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company. I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked. in Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this _

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

September

day of

Enrique Aldape III

From:

Minerva Corona

Sent:

Friday, July 07, 2017 4:38 PM

To: Subject: Purchasing Division Romo Contractors

Attachments:

Romo Contractors Certificates.pdf

Approved. Mindy

From: SALDANA, MARIA [mailto:MariaSaldana@ibc.com]

Sent: Friday, July 07, 2017 4:26 PM

To: Minerva Corona

Cc: 'crystal@romocontractors.com'

Subject:

Enclosed please find certificates correcting City of Laredo address.

Endorsements will be processed next week.

Thank you.
Lupita Saldana
IBC Insurance Agency
956 722 6500

This email and any attachments are confidential and are intended solely for the use of the named addressee. If you have received this email in error please contact the International Bank of Commerce.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 07/07/2017

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL PRODUCER FAX (A/C, No): Myron F. Steves & Company ADDRESS P O Box 4479 INSURERIS) AFFORDING COVERAGE NAIC # Houston, TX 77210 INSURER A: Evanston Insurance Company 35378 INSURER B: (Amended) INSURED INSURER C: Romo Contractors LLC INSURER D : 203 Valladolid Laredo, TX 78046 INSURER E INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER 1,000,000.00 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000.00 CLAIMS-MADE / OCCUR 5,000.00 MED EXP (Any one person) 1,000,000.00 PERSONAL & ADV INJURY 07/02/2017 07/02/2018 Α Y Y 3AA138827 2,000,000.00 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000.00 PRO-JECT PRODUCTS - COMP/OP AGG \$ POLICY OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY **BODILY INJURY (Per person)** \$ ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE DED RETENTIONS WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below 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 is named as Additional Insured per form MEGL 0009 (05/16) with a Waiver of Subrogation per form MEGL 0241 (05/16). CANCELLATION CERTIFICATE HOLDER City of Laredo SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1102 Bob Bullock Loop Laredo, TX 78043 AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/02/2017 12:01 AM

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CITY OF LAREDO 1102 Bob Bullock Loop	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL SE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Laredo, Texas 78043	AUTHORIZED REPRESENTATIVE				

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/03/2017

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(les) 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). CONTACT NAME: IBC Insurance Agency, LTD 5800 San Dario Avenue 2nd Floor Laredo, TX 78041 PHONE (A/C, No, Ext): (956) 722-6500 FAX (A/C, No): (956) 728-7570 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURERA: Texas Mutual Insurance Company INSURED INSURER B: Romo Contractors, L.L.C. INSURER C: 203 Valladolid INSURER D Laredo, TX 78046 INSURER E INSURER F: **COVERAGES** CERTIFICATE NUMBER <u>REVISION NUMBER:</u> 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. ADDL SUBR INSD WVD POLICY EFF POLICY EXP
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ACORD 25 (2016/03)

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CITY OF LAREDO FINANCE DEPARTMENT PURCHASING DIVISION FORMAL INVITATION FOR BIDS

STEEL DECK TRUCK SCALE UTILITIES DEPARTMENT

Revised 9/7/17

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 a contract for the purchase and installation of one steel deck truck scale for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on September 14, 2017; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on September 15, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Steel Deck Truck Scale - Utilities Department

FY17-068

Bids are to be mailed:

City of Laredo - City Secretary

C/O Jose A. Valdez Jr. City Hall – Third Floor

PO Box 579

Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo - City Secretary

C/O Jose A. Valdez 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

September 6, 2017

Addendum No. 1

Ref: Bid: Steel Deck Truck Scale - Utilities Department

FY17-068

Addendum Requires Signature Acknowledgement

To All Interested Vendors:

Please note the following modifications to the Bid:

On page 11 & 12 addition of specifications 17.11, 17.12, 17.13, and 17.14.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador

Purchasing Agent

Acknowledgement of Addendum #1

(Please sign/ date and include with bid submittals)

XC Purchasing File



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a contract for the purchase and installation of one steel deck truck scale 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 Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on September 14, 2017 and all bids received will be opened and read publicly on September 15, 2017 at 4:00 PM.

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

WITNESS MY HAND AND SEAL, ON THIS 18th DAY OF AUGUST 2017.

Jose A. Valdez Ji

<u>City</u> 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. Construction period shall be 90 working days excluding weekends (Saturdays and Sundays) and Public 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/SERVICES

Any catalog or manufacturer's reference used in describing an item or service is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) <u>Protest Procedures</u>: 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) <u>To be performed by protesting vendor</u>: 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) <u>To be performed by City's Purchasing Officer</u>: 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) <u>ACTUAL QUANTITIES CONTRACT</u>: Quantities specified are estimated amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of services indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject to change orders which may increase or decrease the services purchased by 25% more or less.

10.0 AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. <u>Proof</u>: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
 - All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000_per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000_per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.
 Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

Formal Invitation for Bids Steel Deck Truck Scale Utilities Department

14.0 Scope of Work

This project shall consist of the purchase and installation of one steel deck truck scale to include all supervision, labor, materials and related appurtenances as required to successfully complete the proposed project.

Utilities Department contact: Mr. Mauro Perez, email: mperez@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than August 31, 2017 to:

Enrique Aldape III, Administrative Assistant Purchasing Division 5512 Thomas Ave. Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

14.2 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 City of Laredo. 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.

- 14.3 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.
- 14.4 The vendor will receive keys to the building and will be able to work their operational hours as desired, unless an inspection or permit is required, which will then to be done during normal city working hours. Vendor will be responsible for the building for the duration of contract.

15.0 General Requirements

When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, services and installations from other sources at the contract price. If contractor delays in providing services, supplies, or installations, the City of Laredo reserves the right to complete the project and charge the contract vendor any additional cost that the City incurred. Bids not submitted on these forms will not be considered. Award to the successful bidder will be made by the City Council.

15.1 Payment and Invoicing

All invoices must show purchase order number, project name, and invoice should be legible. All invoices have a 30 day term from receipt of completion of services.

- 15.2 Bids not submitted on these forms will not be considered.
- 15.3 Bids will be based on a total bid basis. The contract will be awarded to one vendor.
- 15.4 Bidders are required to submit their bids upon the following expressed conditions:
 - 15.4.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.

- 15.4.2 Contractor shall provide all supervision, labor, materials and equipment necessary to complete the project.
- 15.5 The vendor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory shall be redone at no additional cost to the City. The contractor shall be responsible for any damage.
- 15.6 The vendor shall clean working areas, re-install all equipment material that was temporarily moved prior to final project inspection.
- 15.7 The vendor will be responsible for securing all necessary permits and paying any fees for the disposal of disregarded materials.
- 15.8 Vendors are encouraged to visit the job site.

16.0 Project Specifications

- 16.1 Furnish and install one steel deck truck scale and associated electronic controls.
- 16.2 The scale shall have a clear and unobstructed weighing surface of not less than 70 feet long and 11 feet wide.
- 16.3 The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements, check rods, or check stays.
- 16.4 The scale shall be designed to perform as a single weighing platform and shall be of flat-top design. Side rail support beams are not acceptable.
- 16.5 The scale shall have a Concentrated Load Capacity (CLC) of 80,000 pounds. The scale shall be calibrated upon completion of the project.
- 16.6 The scale shall be designed to accept vehicles that generate up to 60,000 pounds per tandem axle.
- In order for the bid to be considered, the supplier must provide written confirmation of empirical testing data to validate the design of the weighbridge through actual life-cycle testing. During the testing process the weighbridge must see a minimum of 1 million cycles, with at least 60,000 pounds of test load, applied on the 8 contact points of a standard truck's dual tandem axle tires. This documentation must be provided with the proposal submittal. Failure to provide this information will result in the bid being considered non-responsive.
- 16.8 The scale shall be calibrated to a minimum of 120,000 pounds by 20-pound increments and not to exceed 200,000 pounds. System configurations with increments greater than 20-pound increments will not be accepted; therefore scales with gross capacities in excess of 200,000 pounds will not be acceptable in order for the scale to meet NTEP Legal-for-Trade regulatory requirements.
- 16.9 The scale's weighing-related electronics shall consist solely of load cells, load cell cables, and digital weight display. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boards, gathering boxes, totalizers, external analog-to-digital converter boxes, and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.
- 16.10 The load cells and load cell mounting hardware shall be constructed of stainless steel. The cables shall be stainless steel sheathed. Load cells which are not stainless steel and hermetically sealed shall not be acceptable because of their inability to prevent moisture from entering the load cell and causing a premature failure. The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST HB-44).

- 16.11 The scale manufacturer shall provide a Certificate of Conformance (NTEP Certification) to these standards upon request.
- 16.12 The design and manufacture of the scale weighbridge, load cells, and digital instrument shall all be of one manufacturer to maximize compatibility and availability of components and to insure maximum benefit from the system's lightning protection capability. Also, the manufacturer shall have a quality system that has been registered to the standards of ISO 9001.
- 16.13 The manufacturer or bidder shall provide with the bid proposal a listing of the total cost (labor, parts, travel time, and mileage) for two service technicians to travel to the scale site with a heavy duty test truck, stay on site for four (4) hours to troubleshoot and replace one load cell in the scale and the main printed circuit board in the weight display. This listing shall be provided for service in the following three timeframes: 6 months after installation, 36 months after installation, and 58 months after installation. Listings of the same costs at these three time periods must also be provided assuming the failure is the result of a lightning strike. The cost of recalibration must be included in each service cost summary. Failure to provide the information required in this section will cause your bid submittal to be considered non-responsive and disqualified from consideration.
- 16.14 The scale shall be a METTLER TOLEDO Model VTS101 or equivalent.
- 17.0 Scale Pit Foundation Requirements
- 17.1 The foundation shall meet all local requirements and the minimum specifications as stated in this section.
- 17.2 Use minimum 3000 PSI strength concrete at 28 days with 5-7% air entrainment.
- 17.3 Use minimum 60KSI yield deformed reinforcing steel. Rebar minimum depth of cover should be in accordance with the latest ACI building code requirements for structural concrete (ACI 318-section 7.7). Unless otherwise specified.
- 17.4 Foundation requires 2000 PSF rated soil.
- 17.5 Top of Concrete at baseplate locations to be level and in one plane +/- 1/8"
- 17.6 Diagonal measurements endwall to endwall must be equal within 1/2". This is very important!! Scale installation will be difficult or impossible if squareness is not held to this tolerance.
- 17.7 Baseplate anchors supplied by Mettler Toledo. Use baseplates as templates to locate anchors during scale installation.
- 17.8 Ramp length: -per local regulations (1/2" slope per foot typical)
- 17.9 Bottom of footers must be below local frostline
- 17.10 Contractor supplies:

-Excavation

-Concrete and forms

-Reinforcing Steel

-1 1/2" Dia conduit

-Curb angle assemblies

-Bumper plate assemblies

(Sect B-B)

(Views J-J & N-N)

- 17.11 Minimum of 2' clearance between pit floor and scale.
- 17.12 Required 10'x 11' level approach slab on both ends.
- 17.13 (2) Minimum drains are required to be 16"x16"x24" within scale pit floor.

17.14 Excavation material may be stockpiled at site and Utilities Department will haul and dispose material at a later date.

The foundation shall be designed to include an approach on each end of the scale in accordance with local regulations and the guidelines of NIST HB-44.

18.0 Weighbridge Specifications

- 18.1 The scale weighbridge shall be constructed of three prefabricated scale modules each with a nominal surface dimension of 11' wide by 23'-4" long.
- 18.2 The scale weighbridge shall be capable of weighing trucks that have dual-tandem axle weights (4 feet minimum between dual axles and at least 10 feet from next axle) of up to 60,000 pounds, and shall have a Concentrated Load Capacity (CLC) of 80,000 pounds.
- 18.3 All welding shall be completed in accordance with the American Welding Society (AWS) D1.1 Structural Welding Code.
- 18.4 All welding shall be performed by welding operators who have been certified to the AWS D1.1 Structural Welding Code.
- 18.5 All welding shall be performed in position 1F to ensure maximum weld integrity.
- 18.6 Longitudinal weighbridge members shall be welded continuously, using a high-penetration, submerged arc welding process. The use of intermittent or stitch welds on longitudinal members or deck tread plate is unacceptable.
- 18.7 The weighbridge and load cell mounting assemblies shall be designed to allow installation or replacement of a load cell with only one additional inch of clearance required between the top of the foundation and the bottom of the weighbridge on pitless installations.
- 18.8 There shall be no bolted connections between the load cell and weighbridge assemblies.
- 18.9 The load cell assembly shall be designed so that when you are at the scale weighbridge with a lifting jack, the load cell can be replaced in less than 5 minutes.
- 18.10 There shall be no field welding required for the installation of the scale.

19.0 Surface Preparation & Finish

- 19.1 The weighbridge shall be shot blasted to a minimum SSPC-SP6 specification prior to painting.
- 19.2 All enclosed chambers created by joining two steel members must be hermetically sealed to eliminate internal corrosion.
- 19.3 All exterior surfaces of the scale shall have a two-component, high-build epoxy finish, impregnated with aluminum flake for increased corrosion resistance and UV protection, providing total Dry Film Thickness of 8-10 mils (International/Akzo Nobel Intergard 7562 or equivalent).
- 19.4 The finish shall be force cured in order to reduce risk of contamination and ensure durability of the surface.

20.0 Load Cell Specifications

20.1 Each load cell shall have a minimum capacity of 50 metric tons (110,000 pounds) with 300% ultimate overload rating.

- 20.2 All Load cells shall be certified by NTEP and meet the specifications as set forth by NIST HB-44 for Class IIIL devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
- 20.3 All load cells shall be certified to meet the specifications set forth by the International Organization of Legal Metrology (OIML) in document R60 for C3 load cells, which requires 60% tighter accuracy tolerances than NIST HB-44 for Class IIIL devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
- 20.4 Load cells shall be digital with an integral microprocessor and analog-to-digital conversion function located within the load cell housing.
- 20.5 Load cells shall output only converted digital information without load correction for load position to the scale instrument. Analog output of signals from the load cell is not acceptable due to susceptibility of signal interference.
- 20.6 The load cell assembly shall be constructed so as to perform as a rocker pin and shall have no positive fixed mechanical connectors, such as bolts or links that are required in mounting the load cell to the weighbridge or foundation base plates.
- 20.7 The load cell shall not require check rods, flexures, or chain links for stabilization, as these items are sources of ongoing maintenance requirements.
- 20.8 The load cell shall not require a junction box to communicate between the load cell and scale instrument. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boxes, totalizers, external analog-to-digital converter boxes, and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.
- 20.9 The load cell shall be of stainless steel construction and hermetically sealed with a minimum NEMA 6P / IP68 (submersible) and IP60K rating.
- 20.10 The load cell shall contain integral Transient Voltage Surge Suppressors (TVSS) for all input and communication lines. Each TVSS shall contain self-resetting thermal breakers to protect the load cell components from voltage and current surges.
- 20.11 The load cell shall come equipped with a neoprene rubber boot to keep debris from contaminating the lower bearing surface.
- 20.12 The load cell shall have a positive-lock quick connector integral to its housing for connecting and disconnecting the load cell interface cable at the load cell. The connector shall be of glass-to-metal, pin-type construction to maintain a hermetic seal.
- 20.13 System shall be so designed as to permit a load cell cable to be replaced without either splicing the load cell cable or replacing the load cell, either of which will contribute to eventual system failure and unnecessary service costs. System shall be so designed as to permit the replacing the load cell cable without requiring that the scale must be recalibrated, further reducing service and maintenance costs.
- 20.14 The load cell shall have the following specifications:

 $20.14.1 \ V_{min}$: 5.0 pounds maximum

20.14.2 Hysteresis: \pm 0.025% of full scale

20.14.3 Non-Linearity: \pm 0.015% of full scale

20.14.4 Creep (30 minutes): \pm 0.017% of applied load

- 20.14.5 Temperature range: $-10^{\circ}\text{C} + 40^{\circ}\text{C}$
- 20.15 The load cell interface cable shall be stainless steel sheathed for environmental and rodent protection. Neoprene covered load cell cable shall not be permitted.
 - 20.15.1 Load cell cables which are hard wired directly to the load cell are not acceptable due to the failure rates associated with moisture wicking into the load cell from aged cables or damaged cables, and due to the unnecessary expense associated with replacing entire load cells when only a cable has been damaged.
- 20.16 The load cell shall have a minimum 10-year warranty against defects in materials and workmanship and failure resulting from lightning or surge voltages. The warranty shall cover all costs associated with replacement parts, travel, mileage, on-site labor, and recalibration after repair, the full cost of which shall be supported solely by the manufacturer and not in part by any other third party.
- 20.17 Load cells shall be METTLER TOLEDO POWERCELL® PDX® load cell or equivalent.

21.0 Junction Boxes & Cables

- Junction boxes shall not be permitted in the scale, attached to the exterior of the scale, or remotely mounted from the scale. Sectional controllers with encapsulated PCBs shall not be permitted due to the failure rates associated with PCBs that have wired connections made within enclosures which are not hermetically sealed.
- 21.2 Load cell cables and scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.
- 21.3 In order to minimize maintenance issues, only a single cable shall be used to transmit data or weight signals between the weighbridge and the digital weight display.

22.0 Lightning Protection Specifications

- 22.1 A comprehensive lightning protection system shall be provided with the scale.
- 22.2 The system shall not require complicated wiring or devices to provide this protection.
- 22.3 Major scale components including load cells and scale instrument (terminal) shall be included in the lightning protection system.
- 22.4 Grounding of all scale components including load cells, scale instrument, and accessories shall be to one common point. Systems with multiple ground points are not acceptable.
- 22.5 An AC line surge protector shall conveniently plug into a common electrical outlet and have a receptacle.
- Each AC line surge protector required shall have one isolated, grounding, hospital-grade duplex receptacle, and an internal 15-amp circuit breaker.
- Verification of the lightning protection system's performance shall be available in writing from a third-party verification laboratory upon request. Proposals submitted without confirming the availability of third-party verification that the load cells, cables, and instrument as a system have been able to withstand the equivalent of a lightning strike with 80,000 amperes will be rejected.
- 22.8 The lightning protection system shall be a METTLER TOLEDO StrikeShield[™] Lightning Protection System or equivalent.

23.0 Warranty Requirements

- 23.1 The scale manufacturer shall warrant the scale assembly including weighbridge structure, scale instrument, and associated cables from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.
- 23.2 The guarantee will warrant the product for a period of 5 years from date of installation or 62 months from date of shipment to the Buyer, whichever occurs first. Bidder shall promptly correct any such defect appearing within the warranty period.
- 23.3 The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location, or at the manufacturer's sole discretion, replacement of the product under warranty. The full cost of warranty as specified herein shall be supported solely by the manufacturer and not in part by any other third party or service provider.

24.0 Additional Specifications or Approved equal.

70'x11' Steel Deck Truck Scale, PDX Load Cells, Heavy Duty 3 Mods

Proven Lifespan >1,000,000 cycles @ 60k Dual Tandem Axle/80k CLC Rating
Full Coverage 10 Year Guarantee includes Lightning Protection for Equipment and
Weighbridge.
70'x11' Steel Deck Truck Scale
(2) Man Holes
PDX Home Run Cable, 32' from scale to scale indicator
IND780 Scale Indicator with Inbound and Outboud software
Freight F.O.B. Laredo, TX
Crane to Set scale modules, Anchor, Install load cells,
Pull home run cable, Terminate wiring Setup (2)IND780 in
(2)enclosure one with a printer, connect to IND780 and Calibrate.
Warranty Coverage 100%
Weighbridge
Load cells, Cables
Junction Boxes - N/A
Indicator
Onsite Labor
Travel Time
Truck Mileage
Lightning Damage 100%
Weighbridge
Load cells, Cables
Junction Boxes
Indicator
Onsite Labor

Travel Time	
Truck Mileage	

25.0 Safety

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.

26.0 Safety Equipment

The bidder certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

27.0 Tools and Equipment

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

28.0 Permits/Licenses

Contractor is responsible for all permits and/or licenses to perform the duties of this contract.

29.0 Construction Contracts: Payment / Performance Bonds

When required and specified in the City of Laredo construction bid specifications and in the event that the base bid exceeds \$100,000, the primary contract vendor will be required to furnish a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond, if the base bid exceeds \$50,000.00, in such amount, both duly executed by such bidder as principal. The successful bidder will be required to provide Performance and Payment bonds issued by an insurance company complying with the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

Construction Contract	Rating
\$100,000 to \$250,000	None
\$250,001 to \$1,000,000	В

The payment and performance bonds should not be purchased prior to; or are a requirement to submit a bid, however the primary contract vendor awarded a construction contract must purchase and submit such bonds prior to performing any contract work.

In the event that the base bid amount is less than \$50,000.00, the payment bond and/or the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. In the event that the base bid amount is less than \$100,000.00, the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. This provision applies only if the successful bidder agrees to be paid in one payment upon completion and acceptance of the project by the City of Laredo.

30.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

31.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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 informal bid becomes null and void.

32.0 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

33.0 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 (Bu	isiness)			
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 Emai	l Address:			_
Federal Tax ID Num	ber:			
Bidders Principal/Co	rporate Place of Busines	ss Address:		
Indicated Status of B	usiness:			
Corporation	Partnership	Sole Proprietorship	Other:	
If other state busines	s status:			
State how long under	its present business nar	me:		
If applicable, list all otl	ner names under which the	Business identified above operated in the	last five years.	
		ial statements for the last two years, if requ	uested by the City of Laredo? Ye	s / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.	
Is any litigation pending against the Business? Yes / No.	
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Ye If yes, offer need to explain the expected impact both in organizational and directional terms.	s / No.
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	le,
Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.	
Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on basis of default or in lieu of declaring the Business in default? Yes / No	the
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 fother reason? Yes / No.	or any
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 an expenditure the City will make with any given company	ount of

34.0 Tab B Price Schedule

specifications listed on this document."

34.1 Price Schedule

Project as per specifications. Price includes equipment, labor, scale and installation of scale:

Work Description	Total Price
Purchase and installation of Steel Deck Truck Scale	\$

	Expected working days to complete project:	
34.2	The Contractor must have completed 3 projects of similar work listed below. Contractor experience and provide references to be considered qualified responsible Bidder.	r shall have 5 years of
Compa	any Name:	
Owner	President Name:	
	any Address:	
	State, Zip Code:	
	any Authorized Representative's Signature:	
Compa	any Representative's Name:	
	ure on this form indicates agreement with "Instructions to Bidder – General Terms and Condi	

35.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

	Signature Date	
	OF INTEREST QUESTIONNAIRE er person doing business with local governmental entity	FORM CIQ
This questionnaire Regular Session.	reflects changes made to the law by H.B. 1491, 80th Leg.,	OFFICE USE ONLY
Code by a person who	being filed in accordance with Chapter 176, Local Government has a business relationship as defined by Section 176.001(1-a) with a tity and the person meets requirements under Section 176.006(a).	
entity not later than the	re must be filed with the records administrator of the local governmental a 7th business day after the date the person becomes aware of facts nent to be filed. See Section 176.006, Local Government Code.	
	offense if the person knowingly violates Section 176.006, Local n offense under this section is a Class C misdemeanor.	
Name of person w	ho has a business relationship with local governmental entity.	
(The law requires	x if you are filing an update to a previously filed questionnaire. that you file an updated completed questionnaire with the appropriate er the date the originally filed questionnaire becomes incomplete or inaccurate	
Name of local gov	ernment officer with whom filer has employment or business relationsh	
Name of local gov		
Name of local gov This section (item	Name of Officer 3 including subparts A, B, C & D) must be completed for each officer other business relationship as defined by Section 176.001(1-a), Lo	ip. er with whom the filer has
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36.0	Tab D	A	FFIDAVIT				
Proje	ct:						
Form	of Non-Collusive		A FIRM A MATERIAL CONTRACTOR OF THE CONTRACTOR O				
	E OF TEXAS NTY OF WEBB	<pre>{} {}</pre>	AFFIDAVIT				
Being	first duly sworn,	deposes and says:					
That l	ne/she is (a Partner	of officer of the firm of, et	cc.)				
that sa to put agreer other secure	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 sv	worn before me thisd	lay of				
			Notary Public				
	My commission of	expires:					
		<u> </u>					

37.0 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. *2. Contract Information. a) Contract or project name: b) Originating department: *3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract). *4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3. Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. Names of partner, parent, or subsidiary business entities: *5. List any individuals or entities that will be subcontractors on this contract. Not applicable. No subcontractors will be retained for this contract. Subcontractors may be retained, but have not been selected at the time of this submission. List of subcontractors: *6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract. Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract. List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

*7. Disclosure of political contributions.
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:
a) any individual seeking contract with the city (Question 3) b) any owner or officer of entity seeking contract with the city (Question 3) c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5) e) the spouse of any individual listed in response to (a) through (d) above f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)
Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
List of contributors:
Updates on Contributions Required
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
*8. Disclosure of conflict of interest.
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?
I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.
I am aware of the following conflicts(s) of interest:
*Acknowledgements
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.
No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.
This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by

respondents or their agents may lead to disqualification of their offer from consideration.

*Conflict of Interest Questionn Chapter 176 of the Local Govern to the Office of the City Secretary	nent Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ
_	advised of the requirement to file a CIQ form under Chapter 176 of the Local
	*Oath
	*Oath ments contained in this Discretionary Contracts Disclosure Form, including any owledge and belief are true, correct, and complete.
	ments contained in this Discretionary Contracts Disclosure Form, including any owledge and belief are true, correct, and complete.

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

38.0 <u>Tab F</u>

CERTIFICATE OF INTE	FORM 1295					
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	OFFIC	CE USE ONLY				
Name of business entity filing form, entity's place of business.						
 Name of governmental entity or stat which the form is being filed. 						
	sed by the governmental entity or state ago ds or services to be provided under the co			ntify the contract,		
Nome of Interested Porty	City, State, Country	Natu	re of Interest	(check applicable)		
Name of Interested Party	(place of business)	Со	ntrolling	Intermediary		
				_		
5 Cheek only if there is NO later and the						
5 Check only if there is NO Interested Party.						
⁶ AFFIDAVIT	I swear, or affirm, under penalty of perjury	, that the	above disclos	ure is true and correct.		
	Signature of authorized a	gent of c	ontracting busin	ess entity		
AFFIX NOTARY STAMP / SEAL ABOVE						
Sworn to and subscribed before me, by the said						
Signature of officer administering oath	Printed name of officer administering oath		Title of office	er administering oath		
ADD ADDITIONAL PAGES AS NECESSARY						

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

39.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on September 14, 2017; and all bids received will be opened and read publicly at 4:00 PM at the Office of the City Secretary on September 15, 2017.

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Steel Deck Truck Scale – Utilities Department FY17-068

Bids are to be mailed: City

City of Laredo - City Secretary

C/O Jose A. Valdez Jr. City Hall - Third Floor

P. O. Box 579

Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo - City Secretary

C/O Jose A. Valdez 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. Discretionary Contract Disclosure
- 6. Certificate of Interested Parties
- 7. Please submit one original signature bid document and two copies

Bid Tabulation FY17-068 Steel Deck Truck Scale - Utilities Dept. September 15, 2017 @ 4:00 PM

	Laredo, TX	Laredo, TX	San Antonio, TX
Description	Total Price	Total Price	 Total Price
Purchase and installation of Steel Deck Truck Scale	\$ 129,000.00	\$ 193,333.00	\$ 116,650.00
Expected working days to complete project	60-90 Days	Not Stated	Not Stated

ROMO Contractor

ABBA Construction

A-1 Scale Services