



***CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS***

**SEWER LIFT STATION SCUM MIXER PROJECT
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for the furnishing and the installation of a sewer lift station scum mixer for the South Laredo Wastewater Treatment Plant. The plant is located on 301 Riverfront Drive, Laredo Texas, 78041.

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 July 28, 2015** and all bids received will be opened and read publicly at **3:00 PM at the Office of the City Secretary on July 29, 2015.**

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

**Bid: Sewer Lift Station Scum Mixer Project – Utilities Department
FY15-057**

Bids are to be mailed: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

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Hand Delivered:

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C/O Gustavo Guevara Jr.
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1110 Houston
Laredo, Texas 78040

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



Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
- (g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

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

4.0 REJECTION OF BIDS

The City may reject a bid if:

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

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

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

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

**CITY OF LAREDO
PURCHASING DIVISION**

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

- (a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities 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 commodities 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. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

11.0 PAYMENT & INVOICING

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

12.0 INSURANCE REQUIREMENTS

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

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

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

CITY OF LAREDO
PURCHASING DIVISION

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.

Sewer Lift Station Scum Mixer Project
Utilities Department

14.0 Scope of Work

The City of Laredo- Utilities Department is requesting bids for the furnishing and the installation of a sewer lift station scum mixer for the South Laredo Wastewater Treatment Plant. The plant is located on 309 Riverfront Drive, Laredo Texas, 78041.

Utilities Department contact: Mr. Jose Chavarria, Email: jchavarria@ci.laredo.tx.us or (956)-721-2022.

14.1 All questions for this bid shall be submitted in writing or by email no later than, July 16, 2015 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 both grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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 All equipment will be quoted FOB jobsite. Installation will take place during normal business hours (M-F) or unless advised by the City of Laredo Utilities Department personnel.

15.0 General Requirements

When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or supplies from other sources at the contract price. If contractor delays in providing the services or supplies, the City of Laredo reserves the right to purchase these items 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 and invoice should be legible. All invoices have a 30 day term from receipt of order.

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

15.3 Bids not submitted on these forms will not be considered.

15.4 Bids will be based on a total bid basis. The contract will be awarded to one vendor.

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

**CITY OF LAREDO
PURCHASING DIVISION**

- 15.5.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.
- 15.5.2 Contractor shall provide all supervision, labor, materials and equipment necessary to complete the repairs.
- 15.6 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. All damages shall be repaired to the satisfaction of Utilities Department.
- 15.7 The vendor shall clean working areas, re-install all equipment material that was temporarily moved prior to final project inspection.
- 15.8 The vendor will be responsible for securing all necessary permits and paying any fees for the disposal of disregarded materials.
- 15.9 Vendors are encouraged to visit the job site. The vendor shall coordinate site access with Utilities Department Personnel.
- 16.0 Project Location**

The South Laredo Wastewater Treatment Plant is located on 309 Riverfront Drive, Laredo Texas, 78041.
- 17.0 Vendor Requirements**
- 17.1 Designed, furnish and install the Mixer Unit and associated equipment following the recommended specifications.
- 17.2 Supply and connect (hook up) motor control panel box. Electric power will be supplied by owner.
- 17.3 Install and hook up the mixer equipment.
- 17.4 Install and connect scum mixer equipment electrical power cable.
- 17.5 Supply the lifting crane and the mixer equipment cage (frame) as per deigned specifications.
- 17.6 Install the lifting crane into position guided by the city crew.
- 17.7 Lower the mixer into position following city crew's guidance.
- 17.8 Bidders are allowed to use an approved equal equipment other than what is being specified. Said equipment - materials must meet the same installation and operations criteria. Recommended equipment must meet the proposed planned operations, the construction logistics, and the installation procedures. Proposed equipment will need to be previously approved by the engineer –owner before submitting the bid.
- 17.9 Successful Bidder will be required to test run the mixer equipment, the crane performance, and the motor control panel function testing.
- 17.10 Successful bidder will be required to install mixer and perform one lift as a lift to the surface of the station for testing purposes.
- 18.0 City Responsibilities**
- 18.1 Provide required electrical power up to the motor control panel location.
- 18.2 Provide guidance on the installation of the mixer equipment.

18.3 If required, drain the IPS to set the mixer equipment.

19.0 Equipment

The mixer and its custom designed support steel structure-frame shall be manufacturer in accordance with the specifications. It must conform to fit the assigned access port dimensions. It will also need to be a stand along unit independently from any of the other stations equipment structures. Mixer equipment and its specialized custom designed frame must comply with the attached exhibits I, II, and III. Recommended mixer support structure must be able to withstand existing influent gravity pressure movements.

The successful bidder is required to meet recommended frame support specifications. All bidders are allowed to submit equipment and frame construction other than what is being specified but must meet the same installation and operations criteria. All propose designs must meet the mixer equipment expected operations results, the construction logistics, and the installation to be set in place. Successful bidder shall make all the necessary inspections of the lift station and get acquainted with the station's construction structural designed in order to properly manufacturer, designed, and install the mixer and the required hoist unit into position and successfully lower the mixer into place. Successful bidder must test run the equipment. The equipment testing includes the lowering and rising of the mixer unit, testing the mixer motor and assure scum mixing action.

20.0 Equipment Specifications

20.1 Mixer Equipment

- 20.1.1 One submergible Mixer, Type Propeller.
- 20.1.3 Propeller Material SS316.
- 20.1.4 382 Propeller Revolutions per Minute.
- 20.1.5 Propeller Diameter 17 in.
- 20.1.6 Motor Series 90 or approved equal.
- 20.1.7 Weight 160- 190 lbs.
- 20.1.8 Electrical cable 7XA WG 14 or approved equal.
- 20.1.9 120 degrees thermal sensor controls.

20.2 Motor

- 20.2.1 Motor 3.6 -4.0 HP.
- 20.2.2 1720 RPM.
- 20.2.3 3 PHASE, 460 VOLTS, 60 hz.
- 20.2.4 Start Current Direct 34 A.
- 20.2.5 Rated Operating Current - 5.3 A.
- 20.2.6 Power Factor - 0.75.
- 20.2.7 Cage Class IP or approved equal.
- 20.2.8 Insulation Class -F.

20.3 Panel Control Box

- 20.3.1 Simplex Model or approved equal.
- 20.3.2 Nema 4X SS316.
- 20.3.3 Combination Motor controller with motor circuit Protector and NEMA 0 contactor.
- 20.3.4 Pump Off and ON Toggle Switch E.
- 20.3.5 Manual Control.
- 20.3.6 On and Off light Indicators.
- 20.3.7 System Failure alarm horn.

20.4 Transmission

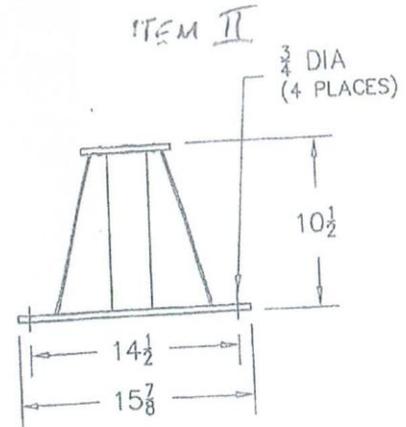
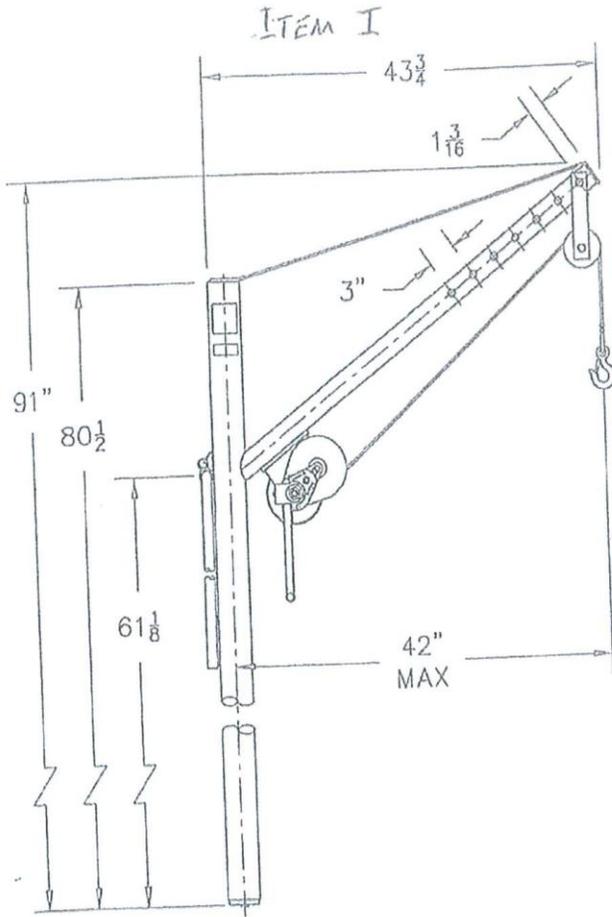
- 20.4.1 Planetary Gear EM 1010 MN or approved equal.
- 20.4.2 Reduction ratio - 1: 4.5.
- 20.4.3 Shaft Dimension - 1.5/8".
- 20.4.4 Calculated Service Life 100,000 hrs.
- 20.4.5 Gear Shaft AISI 9840 or approved equal.

20.5 Lift Crane w/Power Specifications

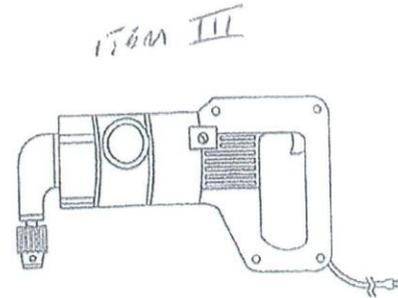
- 20.5.1 Crane must be designed to lift a 2' X 3' X 10' mixer support steel frame.
- 20.5.2 316 Stainless frame construction (see exhibits- Item I).
- 20.5.3 Winch must meet Marine grade steel.
- 20.5.4 Boom pivots must meet 360 degree.
- 20.5.5 Winch and cable must be designed to successfully lift an independent 2' X 3' X 10' support frame and mixer with combined weight of approximately 600 lbs.
- 20.5.6 A 65 ft. length 316 stainless steel wire rope with a designed to lift up to 600 lbs with specialized hooks using of same material.
- 20.5.7 A platform mount is recommended (see exhibits- Item II).
- 20.5.8 Power drive equipment, designed to successfully lift 600 lbs (see picture item).

CITY OF LAREDO
PURCHASING DIVISION

20.6 Exhibits

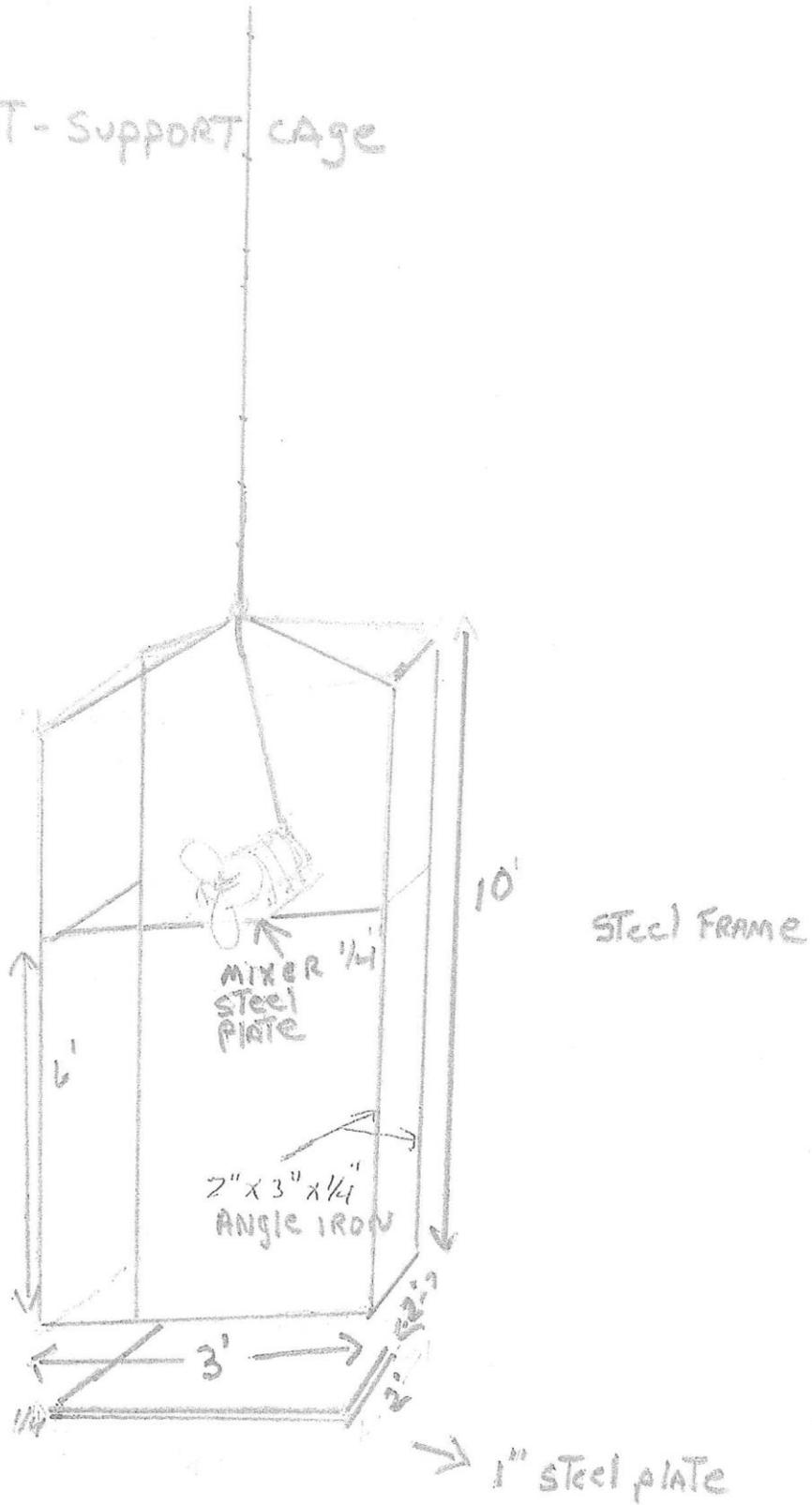


PLATFORM MOUNT
14-58 70 03

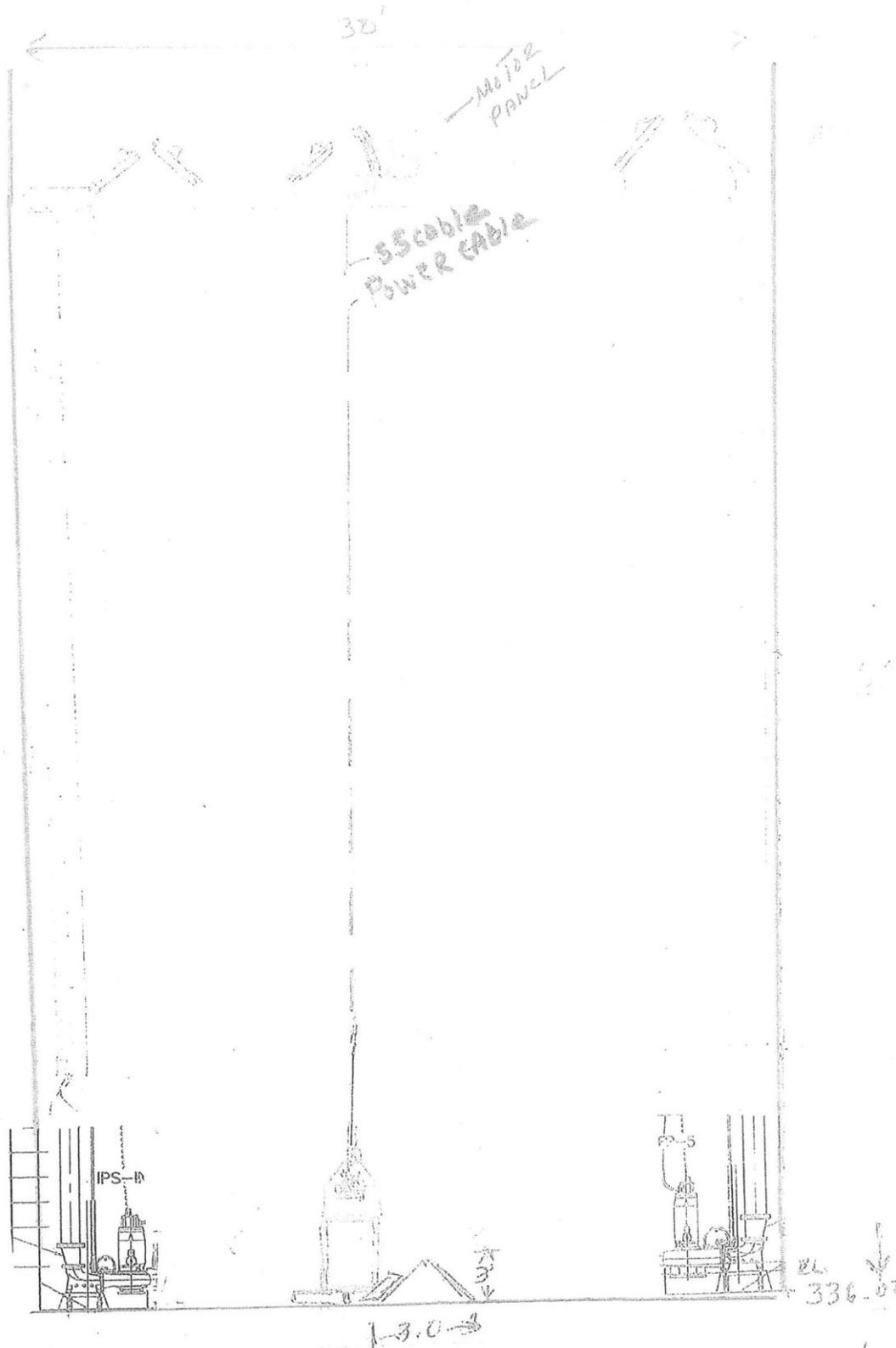


POWER DRIVE OPTION

MIXER UNIT - SUPPORT CAGE

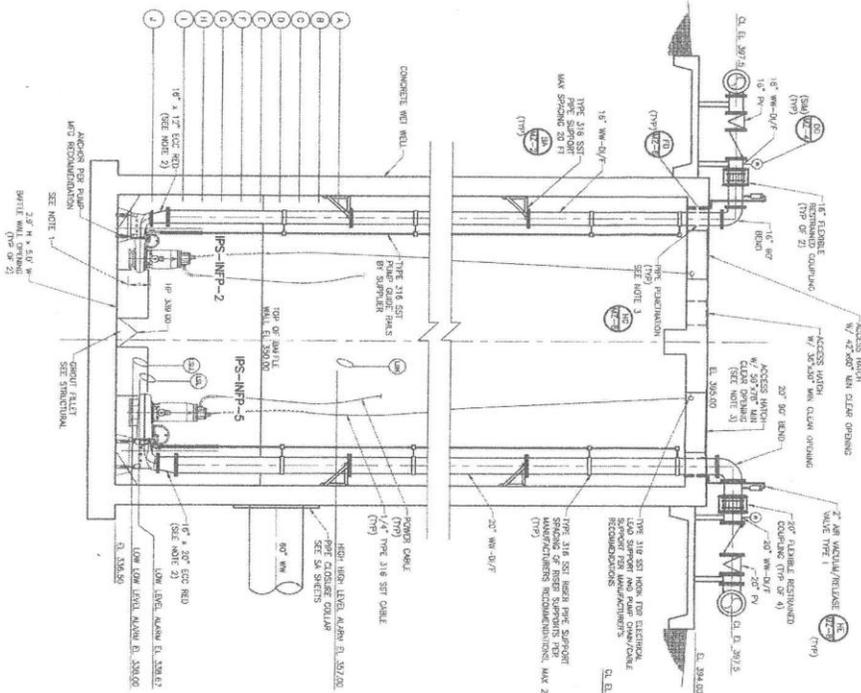


IPS Southside WWTP

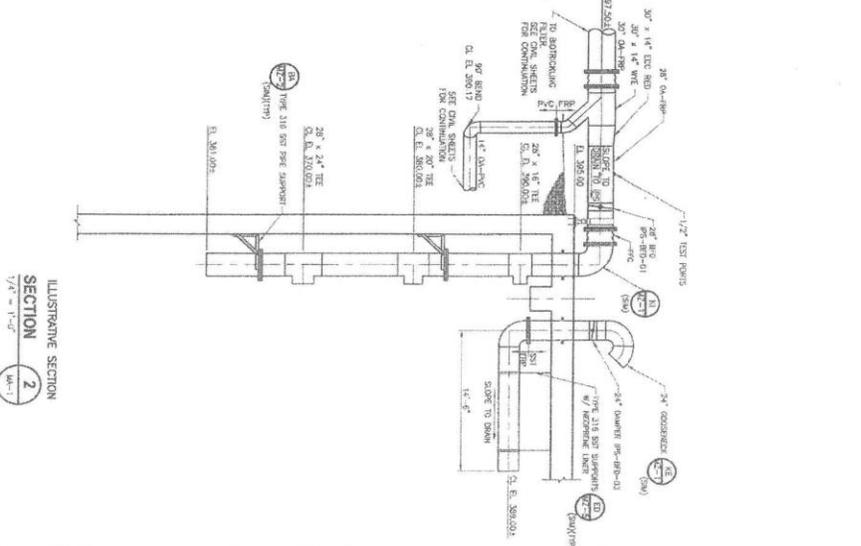


**CITY OF LAREDO
PURCHASING DIVISION**

INTEGRAL PUMP STATION CONTROL SETTINGS		
CONTROL SETTINGS (ELEVATION FT.)	LEVEL	DESCRIPTION
A	SEILO	REGULATORY / ALL PUMPS RUNNING
B	SEILO	REGULATORY / ALL PUMPS RUNNING
C	SEILO	3.1G PUMP AND 1.5M PUMP RUNNING
D	SEILO	2.1G PUMP AND 1.5M PUMP RUNNING
E	SEILO	2.1G PUMP RUNNING
F	SEILO	1.1G PUMP AND 1.5M PUMP RUNNING
G	SEILO	1.1G PUMP RUNNING
H	SEILO	1.1G PUMP RUNNING
I	SEILO	1.1G PUMP RUNNING
J	SEILO	1.1G PUMP RUNNING
K	SEILO	1.1G PUMP RUNNING
L	SEILO	1.1G PUMP RUNNING
M	SEILO	1.1G PUMP RUNNING
N	SEILO	1.1G PUMP RUNNING
O	SEILO	1.1G PUMP RUNNING
P	SEILO	1.1G PUMP RUNNING
Q	SEILO	1.1G PUMP RUNNING
R	SEILO	1.1G PUMP RUNNING
S	SEILO	1.1G PUMP RUNNING
T	SEILO	1.1G PUMP RUNNING
U	SEILO	1.1G PUMP RUNNING
V	SEILO	1.1G PUMP RUNNING
W	SEILO	1.1G PUMP RUNNING
X	SEILO	1.1G PUMP RUNNING
Y	SEILO	1.1G PUMP RUNNING
Z	SEILO	1.1G PUMP RUNNING



SECTION 1
1/4" = 1'-0"
1A-1

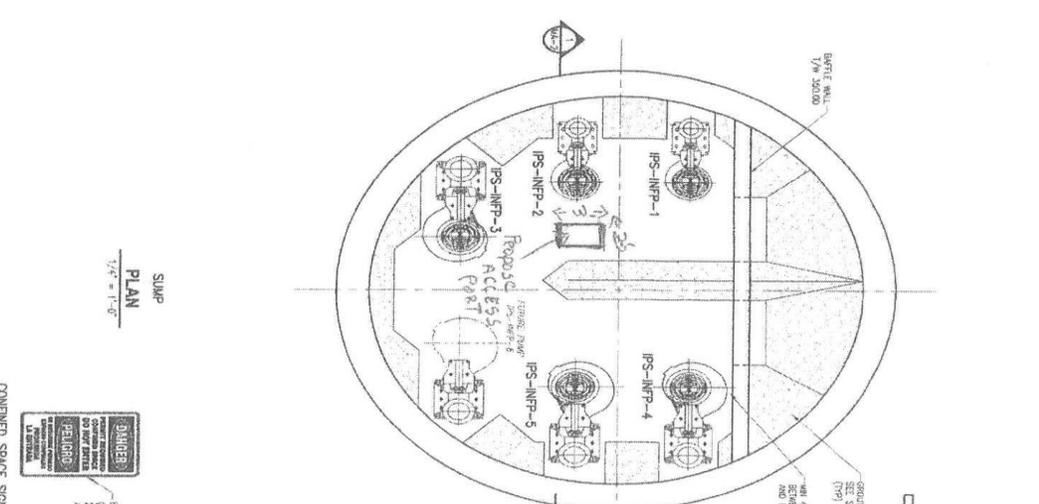
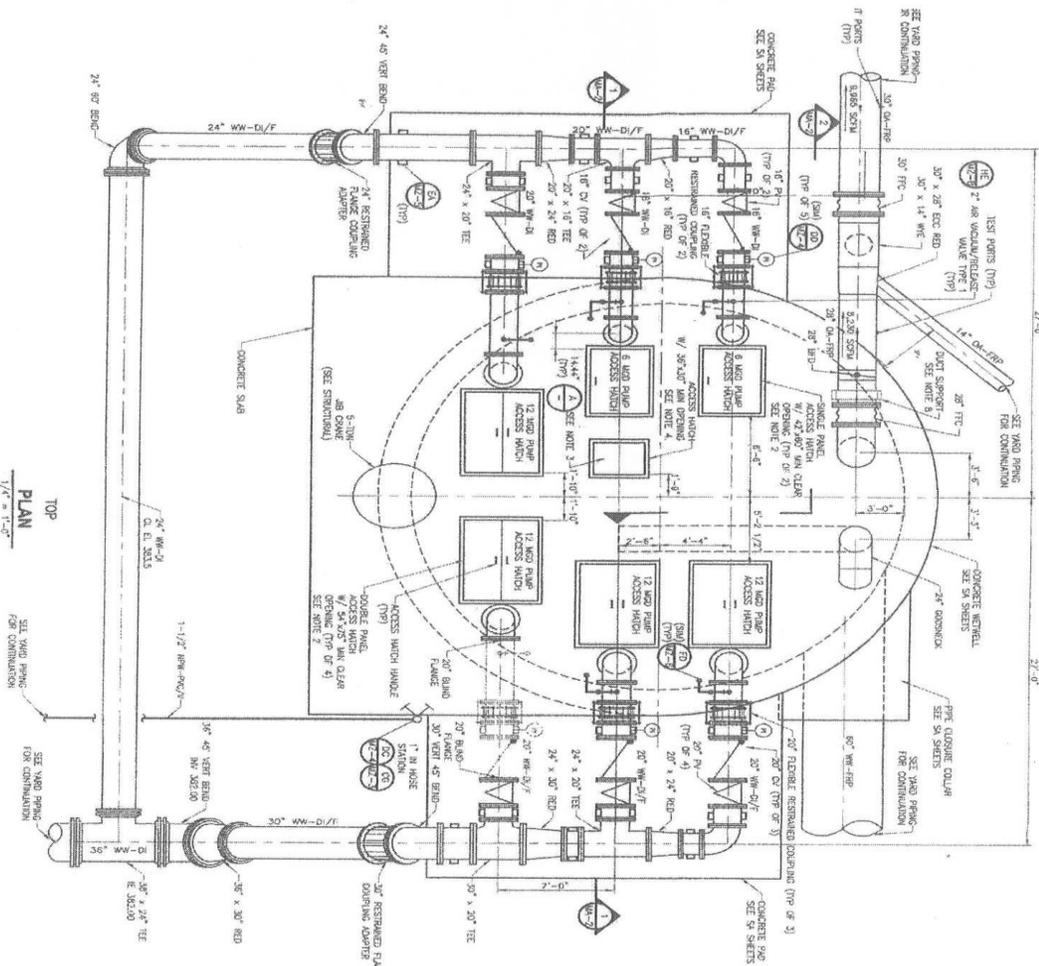


SECTION 2
1/4" = 1'-0"
1A-1

- NOTES:**
1. REQUIREMENTS VARY WITH PUMP MANUFACTURER. VERIFY REQUIREMENTS PRIOR TO CONSTRUCTION. REUSE AS NECESSARY AT NO ADDITIONAL COST TO OWNER.
 2. PUMP MANUFACTURER TO PROVIDE TECHNICAL REDUCER, 90° BEND, AND OTHER NECESSARY FITTINGS.
 3. SUSCEPTIBLE TYPE 316 SST FOR ALL MATERIALS SPECIFIED IN DETAILS.



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- NOTES:**
1. THE DIMENSIONS OF THE PUMP ACCESS HATCH AND PUMP DO NOT MATCH.
 2. CONTRACTOR SHALL VERIFY MANUFACTURER CLEARANCE SIZE OF PUMP ACCESS HATCH WITH PUMP MANUFACTURER. CONTRACTOR WILL BE RESPONSIBLE FOR ADDITIONAL REVISIONS WITH REPAIR AND MANUFACTURER OTHER THAN THE MANUFACTURER SPECIFIED IN SECTION 1201.17.
 3. METAL CORROSION SHEET PILING, GALVANIZED WOOD, NO. 42198 (ALUMINUM REFLECTIVE, 20\"/>

4. APPROVED BIDDING FROM VARIOUS SUPPLIERS SHALL BE PROVIDED BY OWNER.
5. NOT USED.
6. CONTRACTOR SHALL INSTALL ALUMINUM JOISTED INSULATION IN ACCORDANCE WITH SECTION 1205 ON ALL ABOVE GRADE FLOOR DRAINAGE.
7. CONTRACTOR AND PUMP MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING THE DUCT TO BARGE (AND IF THE DRAIN IS ABOVE GRADE, TO PROVIDE BARRING) WITH BALL WASTES (SEE SECTION 1201.17) IN THE DUCT.
8. PUMP MANUFACTURER IS RESPONSIBLE FOR THE DESIGN AND LOCATION, AS WELL AS FINISHING OF THE DUCT SYSTEMS. THESE SYSTEMS SHALL BE IN ACCORDANCE WITH SECTION 1201.17. REFER TO THE DUCT AND SHEET 12-9 FOR A VISUAL DETAIL.
9. TEST POINT LOCATIONS ARE SHOWN AS A MINIMUM. ADDITIONAL TEST POINTS SHALL BE INSTALLED WHERE PUMP MANUFACTURER'S RECOMMENDATION IS IN ADDITION COST TO THE OWNER AND/OR ENGINEER.

**CONFINED SPACE SIGN
DETAIL
A**



21.0 Owner Training

Upon completion of installation and startup, Contractor will provide training to the City of Laredo for no additional cost. Training will cover pre/post operation inspection and safe procedures with the equipment provided.

22.0 Warranty Terms

All equipment described in this specification shall carry of warranty for a period of (1) year from date of final acceptance, to be free from defects in workmanship, design or material.

23.0 Drawings

Contractor to field verify all dimensions prior to crane fabrication. Approval drawings/submittals to be sent (1-2) weeks ARO. Power must be available at time of installation. Purchase and installation of equipment to be provided by Contractor and all products and materials to be quoted FOB Jobsite. If you have any questions, please call Jose Chavarria at (956) 721-2022.

24.0 Payment

Total payment of the mixer Equipment and Installation Project will be made on a onetime payment basis. No partial payment will be authorized. Full payment will be made once the project is fully completed and the owner has approved it.

25.0 Public Notification

The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience.

26.0 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. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

27.0 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.

28.0 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.

29.0 Permits/Licenses

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

30.0 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	B

<p>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.</p>
--

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.

31.0 Insurance Requirements

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

- 31.1 Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- 31.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- 31.3 Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- 31.4 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- 31.5 A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

CITY OF LAREDO
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- 31.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 31.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 31.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 31.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.
 - 31.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 31.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 31.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 31.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 31.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 31.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- 31.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 31.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 31.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- 31.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

32.0 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.

33.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D – Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Service Contract

34.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

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

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

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

**CITY OF LAREDO
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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Tab B Price Schedule

Price includes labor and materials:

Work Description	Total Price
Purchase of one (1) new Scum Mixer	\$
Labor for installation of Scum Mixer	\$
Total Project Price	\$

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

36.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

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

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

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

Name

Signature

Date

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity

Date

37.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

38.0 **Tab E**



City of Laredo Discretionary Contracts Disclosure

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

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

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

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

First: _____ M.I. _____ Last: _____ Suffix: _____

***2. Contract Information.**

a) Contract or project name: _____

b) Originating department: _____

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

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

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

Names of partner, parent, or subsidiary business entities:

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

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

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

List of subcontractors:

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

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

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
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***7. Disclosure of political contributions.**

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

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

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

List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

Updates Required

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

No Contact with City Officials or Staff during Contract Evaluation

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

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

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

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

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

***Oath**

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

Your Name: _____ Title: _____

Company Name or DBA: _____ Date: _____

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

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

39.0 Tab F

**PURCHASE & INSTALLATION OF SEWER LIFT STATION SCUM MIXER PROJECT
UTILITIES DEPARTMENT**

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and _____ (Company name), of the City of _____, County of _____, State of _____, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Sewer Lift Station Scum Mixer Project" - FY15-057. The contractor shall provide all labor, equipment, and materials for the purchase and installation of scum mixer at the South Laredo Wastewater Treatment Plant for the Utilities Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY15-057 (Attachment A) and the bid submitted by _____ (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Jesus M. Olivares
1110 Houston Street
Laredo, TX 78040

Company Name: _____
Owner Name: _____
Address: _____
City, State, Zip Code: _____

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

PRICING

Work Description	Total Price
Purchase of one (1) new Scum Mixer	\$
Labor for installation of Scum Mixer	\$
Total Project Price	\$

**CITY OF LAREDO
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AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

INSURANCE AND PERFORMANCE AND PAYMENT BONDS

The Provider 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. The vendor shall provide four original performance and payment bonds. Pricing of performance payment bonds shall be included in the total price of the project.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

**CITY OF LAREDO
PURCHASING DIVISION**

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications. IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this _____th day of _____ 2015.

Provider/Firm (Typed)

Signature

Signature (Typed)

Title: _____

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

Telephone Number:

Fax Number

ATTEST:

CITY OF LAREDO, TEXAS

GUSTAVO GUEVARA, JR.,
City Secretary

Jesus M. Olivares, City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

**CITY OF LAREDO
PURCHASING DIVISION**

40.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 28, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 29, 2015.**

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

**Bid: Sewer Lift Station Scum Mixer Project – Utilities Department
FY15-057**

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040