

# FY22-024 - Lawn Services Royal Contractors, Inc. Supplier Response

## **Event Information**

Number:

FY22-024 - Lawn Services

Title:

City of Laredo Municipal Housing

Type:

Request For Bid

Issue Date: 11/19/2021

Deadline:

12/10/2021 05:00 PM (CT)

Notes:

Bidders are strongly encouraged to submit their proposals

electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile

bids will not be considered.

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

Requests for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd Floor, Laredo, Texas 78040 until 5:00PM on December 10, 2021 and all bids received will be opened and publicly acknowledged at 2:00PM on December 13,

## **Contact Information**

Contact: Geronimo Ruiz

Address: Municipal Housing

559 Poplar Lane

Laredo, TX 78041

Phone:

(956) 795-2320

Email:

gruiz@ci.laredo.tx.us

# Royal Contractors, Inc. Information

Contact: Juan C Rodriguez Address: 3712 Josefina Dr

Laredo, TX 78041 (956) 771-7079

Email: carlos@816royal.com

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

 Juan C Rodriguez
 carlos@816royal.com

 Signature
 Email

Submitted at 12/10/2021 2:02:18 PM

## Response Attachments

COI Revised\_1-1-2021 signed 2.pdf

COI - Royal Contractors

COIP FORM 1295.pdf

1295 Form - Royal Contractors

Scan\_0006.pdf

Phone:

COL- AFFIDAVIT - Royal Contractors

### **Bid Attributes**

## Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

✓ Yes (Yes)

## 2 Terms and Conditions for Request for Bids

**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. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (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

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exempt from payment of such taxe n exemption certificate will be furnished non request.

(f) The City shall pay no costs or of a result of issuance of this RFB.

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

#### 3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the

Office of the City Secretary, City Hall, 1110 Houston Street.

- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or 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 minimum period of sixty (60), or up to ninety (90) 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.
- (q) 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 deadline 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 (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. 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
- (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 app may be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures through the City Manager. All protests must be made only after exhausting all ministrative procedures are made only after exhausting all ministrative procedures and made only after exhausting all ministrative procedures are made on the ministrative procedures are made on the ministrative procedures are made on the ministrative

#### 8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
- **9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS**: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
- **10.0 AWARD OF CONTRACT** (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 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 it's 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 bid specifications and/or 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 chambers.
- (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 (10) calendar 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.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.
- ☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

#### Insurance Terms and Condition

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

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
- 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- ☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

### 4 Disqualification & Debarment C ification

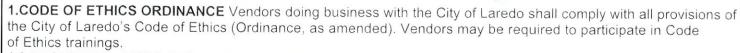
**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of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

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

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

☑ I certify to the terms and conditions (I certify to the terms and conditions)

#### Contract Requirements



- 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
- 1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of RFP Only\*\* 1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
- 1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <a href="https://www.ethics.state.tx.us/tec/1295-Info.htm">https://www.ethics.state.tx.us/tec/1295-Info.htm</a> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

## ☑ I have read and understand this section (I have read and understand this section)

## 6 Questionnaire Description

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

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7	Name of Offeror (Business) and time & Phone Number of Authorize		erson to sign bid
	Royal Contractors, Inc. Juan C Rodriguez (956) 771-7079		

8 State how long under has the business been in its present business name

1.5 yr

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

N/A

1 State if the Company is a certified minority business enterprise

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

## Questions Part 1

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

N/A

# 1 Questions Part 2

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

N/A

1 State if the Company is a certified minority business enterprise

This company is not a certified minority business

### 1 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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Conflict of Interest Questionna	Form CIQ	
For vendor or other person doing bus	siness with local governmental entity	. This questionnaire reflects cha

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

1 Conflict of Interest Questionnaire

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

Yes

1 Disclosure Form

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

1 This is a

New Submission

Question 1. Name of person submitting this disclosure form

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

Juan C Rodriguez

2 Question 2. Contract Information

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

FY22-024 - Lawn Services (City of Laredo Municipal Housing)

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

Romo Contractors

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

Not Applicable

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

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

No response

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

Not Applicable

2	Question 5. List any individuals	entities that will be subcontractors	this contract
O	16		

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

No response

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

Not Applicable

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

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

No response

# Question 7. Disclosure of political contributions

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

Not Applicable

# 2 Question 7. Disclosure of political contributions

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

No response

# 3 Updates on contributions required

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

## 3 Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

## 8. Disclosure of Conflict of Interest

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

No response

## Question 9. Updates Required

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

☑ I have read and understand this section (I have read and understand this section)

## Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This nocontact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

## Question 11. Conflict of Interest Questionnaire (CIQ)

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

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

### 3 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Royal Contractors 12/10/21

## 3 Question 12. Oath

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

### **Bid Lines**

# 1 Package Header

Notice is hereby given that the City of Laredo Municipal Housing is now accepting sealed bids, subject to the Terms and Conditions of this Formal Invitation for Bids and other contract provisions, for awarding an annual contract for mowing and lawn maintenance services for various residential lots under the control of the Laredo Municipal Housing /Noise Abatement Program.

Request for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **4:45PM on December 10, 2021 and all bids received will be opened and publicly acknowledged at 2PM on December 13, 2021..** 

#### General Conditions:

- 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 lawn services 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.
- 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.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

### Contractor Requirements:

- Contractor must visit the various locates examine the lawn maintenance required during the twelve month period.
- Contractor must notify Laredo Municipal Housing Administration Office when lawn maintenance service cycles will be performed. Preferably, cycles must begin every 1st of the month.
- Contractor must contact Mr. Geronimo Ruiz or Mr. Federico Garcia at 956 795 2320 before start job each month.
- Contractor will be responsible for any damages to City property that occurs in performance of this contract.

Contractor must be register th City of Laredo Building Department
Service Requirements:
The following is a description of the services, which will be required under these specifications:
Each service cycle shall include the following:
<ul> <li>Mow or cut all lawn/growth areas as required by the specific location at least once per month. Cycle must commence every 1st day of the month and end by the 15th of each month. Any deviation from these dates must be approved by Laredo Municipal Housing Management. Contractor must not cut grass less than (1") – one inch and must notify his employees to insure that the grass is not cut less than (1") – one inch. Cut all growth along walls and fences, between expansion joints in sidewalks and curbs, around ligh poles, culverts, utility boxes and trees.</li> </ul>
<ul> <li>Rake up, pick up and remove all trimmings and clippings on sidewalks, driveways, streets and other paved areas. Trimming &amp; clippings must be removed and disposed of.</li> </ul>
<ul> <li>Haul away and properly dispose of any trimmings, clippings, cuttings, debris and litter. All accumulations including but not limited to rubbish, old dried out trees that have fallen, concrete, brick, vehicle parts, tires, broken glass, trash and items existing throughout the land must be removed. (NOTE: Contractor will be responsible for all landfill costs).</li> </ul>
<ul> <li>Trim trees, bushes or plants that are affecting neighbor areas. Growth on fences must also be removed and maintained free of any growth.</li> </ul>

Provide all labor, equipment, and supplies for the above-mentioned services.
Successful bidder shall provide the above-mentioned services on a per-cycle basis for a one-year period.
<ul> <li>It is the intent of the City of Laredo that the number of cycles or cuts be no less than those indicated on the bid schedule. Nevertheless, this figure may be increased or decreased at the sole discretion of the City so as to take into account a varied growing season.</li> </ul>
The first cutting cycle may require extra work.
All prices quoted in this document must be firm for a one year period.
<ul> <li>Successful bidder hereby agrees to commence work upon receiving of purchase order and fully complete the projects in less than fifteen (15)days monthly thereafter.</li> </ul>
No irrigation is required.

Pa	ge 16 of 24 pages Vendor: Royal Contractors, Inc. FY22-024 - Lawn Services
	Submission and award of bid shall be based on the "Terms and Conditions of the Invitation to Bid" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas-Local Government Code.
	Award of Bid:
	Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
	The term of this contract shall be for an period of one (1) year with the option to extend this contract for two (2) additional one (1) year period upon performance approval by the City and Laredo Municipal Housing. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
	Term of Contract:
	The contractor 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.
	Insurance Requirements: (see attributes tab #3)
	Any additional dumping on empty lots that may occur must be removed by contractor during cycle.
	Contractor shall display propsional behavior at all times. Contractor also responsible to inform employees or subcontractors of such professionalism.

		_		
		Total:	\$27,	360.00
Package Items				
1.1 3111 Ash				
Approximately: 6.426 equate feet				
Approximately: 6,426 square feet	Daire	¢40.00	T	400.00
Quantity: <u>12</u> UOM: <u>months</u> <b>1.2</b> 3205 Ash	Price:	\$40.00	Total: \$	480.00
Approximately: 6,431 square feet			-	
Quantity: 12 UOM: months	Price:	\$40.00	Total: \$	480.00
<b>1.3</b> 3207 Ash				
Approximately: 6,426 square feet				
Quantity: 12 UOM: months	Price:	\$40.00	Total: \$	480.00
<b>1.4</b> 3217 E. Ash				
Approximately: 6,426 square feet				
Quantity: 12 UOM: months	Price:	\$40.00	Total: \$4	480.00
1.5 3205 Canada	Frice.	\$40.00	rotai\$	+00.00
Approximately: 6,426 square feet				
Quantity: 12 UOM: months	Price:	\$40.00	Fotal: \$4	480.00
<b>1.6</b> 3005 E. Elm				
Approximately: 19,279 square feet				
Quantity: 12 UOM: months	Price:	\$40.00	Fotal: \$4	480.00
<b>1.7</b> 3018 E. Elm				
Approximately: 6,426 square feet				
Quantity: 12 UOM: months	Price:	\$40.00	Total: \$4	180.00
	1 1100.	Ψ10.00	otal.	100.00

1.8	3101 E. Elm			
1.9	Approximately: 8,874 square feet  Quantity: 12 UOM: months  3107 E. Elm	Price: \$4	10.00	Total: \$480.00
1.10	Approximately: 7,708 square feet  Quantity: 12 UOM: months  3119 E. Elm	Price: \$4	0.00	Total: \$480.00
1.11	Approximately: 8,855 square feet  Quantity: 12 UOM: months  3204 E. Elm	Price: \$4	0.00	Total: \$480.00
1.13	Approximately: 6,426 square feet  Quantity: 12 UOM: months  2 3218 E. Elm	Price: \$4	0.00	Total: \$480.00
1.13	Approximately: 6,426 square feet  Quantity: 12 UOM: months  3 219 E. Elm	Price: \$4	0.00	Total: \$480.00
1.14	Approximately: 12,436 square feet  Quantity: 12 UOM: months  3216 E. Elm	Price: \$4	0.00	Total: \$480.00
1.15	Approximately: 6,426 square feet  Quantity: 12 UOM: months  111 Fairway	Price: \$4	0.00	Total: \$480.00
3	Approximately: 18,208 square feet  Quantity: 12 UOM: months	Price: \$4	0.00	Total: \$480.00

1	.16 113 Fairway		
1	Approximately: 17,685 square feet  Quantity: 12 UOM: months  .17 3102 Frost Rear	Price: \$40.00	Total: \$480.00
1	Approximately: 500 square feet  Quantity: 12 UOM: months  18 3116 Frost	Price: \$40.00	Total: \$480.00
1	Approximately: 6,413 square feet  Quantity: 12 UOM: months  19 3201 Frost	Price: \$40.00	Total: \$480.00
1	Approximately: 19,293 square feet  Quantity: 12 UOM: months  20 3219 Frost	Price: \$40.00	Total: \$480.00
1	Approximately: 19,279 square feet  Quantity: 12 UOM: months  21 2510 India	Price: \$40.00	Total: \$480.00
1	Approximately: 4,542 square feet  Quantity: 12 UOM: months  22 3216 Kearney	Price: \$40.00	Total: \$480.00
1	Approximately: 6,385 square feet  Quantity: 12 UOM: months  23 3101 Locust	Price: \$40.00	Total: \$480.00
	Approximately: 6,426 square feet  Quantity: 12 UOM: months	Price: \$40.00	Total: \$480.00

1.24	3103 Locust			
1.25	Approximately: 6,426 square feet  Quantity: _12	Price:	\$40.00	Total: \$480.00
1.26	Approximately: 3,213 square feet  Quantity:12 UOM:months  3001 Lyon	Price:	\$40.00	Total: \$480.00
1.27	Approximately: 14,928 square feet  Quantity:12 UOM:months  3020 Lyon	Price:	\$40.00	Total: \$480.00
1.28	Approximately: 9,640 square feet  Quantity:12	Price:	\$40.00	Total: \$480.00
1.29	Approximately: 19,403 square feet  Quantity:12	Price: \$	\$40.00	Total: \$480.00
1.30	Approximately: 4,523 square feet  Quantity:12	Price: \$	540.00	Total: \$480.00
1.31	Approximately: 6,426 square feet  Quantity:12 UOM:months  3205 Lyon	Price: \$	640.00	Total: \$480.00
	Approximately: 4,255 square feet  Quantity:12	Price: \$	640.00	Total: \$480.00

<b>1.32</b> 3112 Montgomery	
Approximately: 6,429 square feet  Quantity: 12 UOM: months  1.33 3113 Montgomery	Price: \$40.00 Total: \$480.00
Approximately: 12,861 square feet  Quantity: 12 UOM: months  1.34 3115 Montgomery	Price: \$40.00 Total: \$480.00
Approximately: 6,426 square feet  Quantity: 12 UOM: months  1.35 3117 Montgomery	Price: \$40.00 Total: \$480.00
Approximately: 6,432 square feet  Quantity: 12 UOM: months  1.36 3212 Montgomery	Price: \$40.00 Total: \$480.00
Approximately: 6,426 square feet  Quantity: 12 UOM: months  1.37 3215 Montgomery	Price: \$40.00 Total: \$480.00
Approximately: 6,431 square feet  Quantity: 12 UOM: months  1.38 3120 Price	Price: \$40.00 Total: \$480.00
Approximately: 1,982 square feet  Quantity: 12 UOM: months  1.39 3203 Price	Price: \$40.00 Total: \$480.00
Approximately: 6,385 square feet  Quantity: _12	Price: \$40.00 Total: \$480.00

1.40	3101 Reynolds			
1.4	Approximately: 6,626 square feet  Quantity: 12 UOM: months  1 3219 San Jose	Price: \$4	40.00 Total: \$4	80.00
1.42	Approximately: 19,044 square feet  Quantity: 12 UOM: months 2 2804 Smith	Price: \$2	40.00 Total: \$4	80.00
1.43	Approximately: 4,791 square feet  Quantity: 12 UOM: months  2818 Smith	Price: \$4	40.00 Total: \$4	80.00
1.44	Approximately: 6,385 square feet  Quantity: 12 UOM: months  3006 Smith	Price: \$4	40.00 Total: \$4	80.00
1.45	Approximately: 4,167 square feet  Quantity: 12 UOM: months  3203 Smith (Joins 3202 Locust)	Price: \$4	40.00 Total: \$4	80.00
1.46	Approximately: 3,213 square feet  Quantity: _12	Price: \$4	40.00 Total: \$4	80.00
1.47	Approximately: 6,426 square feet  Quantity: 12 UOM: months  3111 Stewart	Price: \$4	40.00 Total: \$4	80.00
	Approximately: 9,583 square feet  Quantity: 12 UOM: months	Price: \$4	40.00 Total: \$4	80.08

1.4	8 3001 Travis				
1.49	Approximately: 27,199 square feet  Quantity: 12 UOM: months  3101 Travis	Price: \$	40.00	Total:	\$480.00
1.50	Approximately: 12,867 square feet  Quantity: 12 UOM: months  3119 Travis	Price: \$	40.00	Total:	\$480.00
1.5	Approximately: 6,000 square feet  Quantity: 12 UOM: months  1 3205 Travis	Price: \$	40.00	Total:	\$480.00
1.52	Approximately: 6,000 square feet  Quantity: 12 UOM: months  3001 O'Kane	Price: \$	40.00	Total:	\$480.00
1.53	Approximately: 9,700 square feet  Quantity: 12 UOM: months  3 3006 Frost	Price: \$4	40.00	Total:	\$480.00
1.54	Approximately: 5,336 square feet  Quantity: 12 UOM: months  4 3018 Price	Price: \$4	40.00	Total:	\$480.00
1.5	Approximately: 7,050 square feet  Quantity: 12 UOM: months  3020 E. Ash	Price: \$4	40.00	Total:	\$480.00
	Approximately: 12,847 square feet  Quantity: 12 UOM: months	Price: \$4	40.00	Total:	\$480.00

<b>1.56</b> 3018 E. Plum					
Approximately: 9 Quantity: 12 U 1.57 3015 E. Montgon		Price:	\$40.00	Total:	\$480.00
	13,068 square feet  JOM: months	Price:	\$40.00	Total:	\$480.00

Response Total: \$27,360.00