



**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF LAREDO, TEXAS
AND
M&V Heavy Equipment Services**

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager ("**City**"), and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **M & V Heavy Equipment Services ("Provider")**, acting through its duly authorized agent, Gonzalo Medrano, which maintains a primary business address of 3702 Calle Alta Laredo, TX 78046. The City and **M&V Heavy Equipment Services** are hereinafter sometimes referred to as the Parties.

WHEREAS, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

WHEREAS, **M&V Heavy Equipment Services**, has authority to enter into this Agreement and Gonzalo Medrano has authority to execute this Agreement on behalf of **M&V Heavy Equipment Services**; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Proposal ("RFP") or Invitation for Bids, which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFP's or IFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFP and/or the bid submitted by provider, **M&V Heavy Equipment Services** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (**Exhibit B**).

II. TERM

This Agreement will commence upon execution of this Agreement by both parties and will continue for a (1) one-year term. Either party may terminate this Agreement by giving thirty days written notice to the other party. The Agreement has the option to renew (2) two, (1) one-year extension, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, **M&V Heavy Equipment Services** 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.

V. INDEMNIFICATION

Provider, M&V Heavy Equipment Services, covenants and agrees to FULLY INDEMNIFY DEFEND and HOLD HARMLESS, the City and its elected officials, employees, officers, directors, volunteers, representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, 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 and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE 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/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.

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

Provider, M&V Heavy Equipment Services, LLC, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the total amount of **\$500,000.00**. This agreement is for a one (1) year period and has the option to renew two (2) additional year.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFP or IFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**". However, in no case shall Provider be paid any amount in excess of the **\$1,500,000.00** in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. 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:

Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

M&V Heavy Equipment Services (Primary Vendor)

Owner Name: Gonzalo Medrano
Address: 3702 Calle Alta
City, State, Zip Code: Laredo, Texas 78046

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or 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.

IX. 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.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **Invitation to Formal Bids** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. 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.

XII. CONFIDENTIAL INFORMATION

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

- a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.
- b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.
- c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.
- d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.
- f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.
- g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.
- h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.
- i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.
- j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **Invitation to Formal Bids – FY23-080 M&V Heavy Equipment Services – Fleet Dept** and Vendor's response thereto, both of which are attached hereto as "Exhibit A" and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **Invitation to Formal Bids – FY23-080 M&V Heavy Equipment Services – Fleet Dept** which is attached hereto as "Exhibit B", and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "Exhibit C".

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in "Exhibit A" **Invitation to Formal Bids – FY23-080 M&V Heavy Equipment – Fleet** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **\$1,500,000.00**, under any circumstances.

XIV. PARAGRAPH HEADINGS

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

XV. SOLE REMEDY & GOVERNING 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. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, 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 therein.

IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the _____ day of _____, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

M & V Heavy Equipment Services

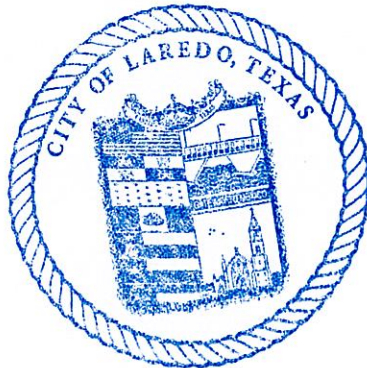
"Provider"

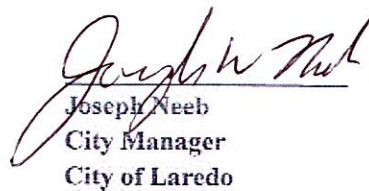

Signature

By: Gonzalo Medrano,
3702 Calle Alta
Laredo, Texas 78046
Telephone: (956) 949-8718
Email: medranotexasdiesel@gmail.com

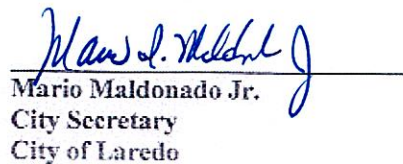
City of Laredo

"Owner"



 Date: 10/03/24
Joseph Neeb
City Manager
City of Laredo

ATTESTED:


Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:

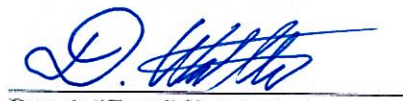
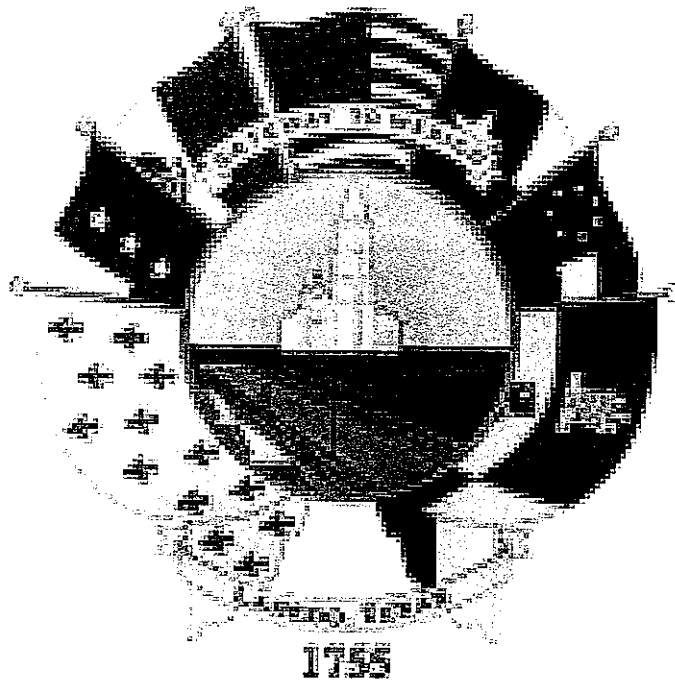

for Doanh "Zone" T. Nguyen
City Attorney
City of Laredo

EXHIBIT A

Scope of Work



FY23-080
M & V HEAVY EQUIPEMENT SERVICES
Supplier Response

Event Information

Number: FY23-080
Title: FY23-080 Landfill Equipment Daily Maintenance/Service
Type: Request For Bid
Issue Date: 8/17/2023
Deadline: 9/7/2023 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

M & V HEAVY EQUIPEMENT SERVICES Information

Contact: Gonzalo Medrano
Address: 3702 Calle Alta
LAREDO, TX 78046
Phone: (956) 949-8718
Email: medranotexasdiesel@gmail.com

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

Gonzalo medrano gamez

Signature

medranotexasdiesel@gmail.com

Email

Submitted at 9/7/2023 10:27:49 AM (CT)

Bid Attributes

1 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".

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

M&V Heavy Equipment Services

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

8/16/2023

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

Texas Diesel

5 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.

6 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?

1. No 2. No 3. No 4. No 5. No

7 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?

1. No 2. No 3. No

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 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/conflictforms.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.

10 Conflict of Interest Questionnaire Form CIQ

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

11 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?

No

12 Disclosure Form

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

13 This is a

New Submission

1 4	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input style="width: 90%;" type="text" value="Gonzalo Medrano"/>
1 5	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input style="width: 90%;" type="text" value="Laredo Landfill"/>
1 6	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input style="width: 90%;" type="text" value="Gonzalo Medrano"/>
1 7	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. <input style="width: 90%;" type="text" value="Not Applicable"/>
1 8	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. <input style="width: 90%;" type="text" value="Tomas Villarreal"/>
1 9	Question 5. List any individuals or entities that will be subcontractors on this contract <input style="width: 90%;" type="text" value="It applies to my business"/>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input style="width: 90%;" type="text" value="No response"/>
2 1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input style="width: 90%;" type="text" value="Not Applicable"/>
2 2	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. <input style="width: 90%;" type="text" value="none"/>

2
3 **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 or 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
4 **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

2
5 **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.

2
6 **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

2
7 **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

2
8 **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

2
9 **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 no-contact 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

3
0 **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

3 Question 11. Oath

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

Gonzalo Medrano Owner M&V Heavy Equipment services 9/7/2023

3 Question 12. Oath

2 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

3 Conflict of Interest Questionnaire

3 ☒ I have completed this section

3 Non-Collusive Affidavit

4 ☒ I have completed and included this form

3 Discretionary Contracts Disclosure

5 ☒ I have completed this section

3 Certificate of Interested Parties (Form 1295)

6 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, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): 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. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form 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 will comply with this form

3 Terms and Conditions for Request for Bids

7 **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 request 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(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, email 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) 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 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 protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall 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. This contract will be awarded to 2 primary vendors.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(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) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) 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.

(f) 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".

(g) 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.

(h) 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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 inquiries 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.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER

1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

3 Insurance Terms and Conditions

8

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 occurrence 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 always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) 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 mininum requirements

3 Disqualification & Debarment Certification

9 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 City will further verify debarment status through use of the federal website SAM.gov. 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 its 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

4 0 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

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, <https://www.ethics.state.tx.us/tec/1295-Info.htm> 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.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4
1 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)****Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☒ I have read and understand this section

4
2 **Ordinance 2018-O-175**

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.

No response

Bid Lines**1** **Package Header**

Section I: Daily Landfill Heavy Equipment Maintenance/Service (Dozers, Compactors, Excavators, Articulating Trucks, Maintainers, Wheel Loaders)

Quantity: 1 UOM: PKG Total: \$414.50

Item Notes: Please submit "0" for unit price

Package Items

1.1 Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)
Monday thru Saturday

Quantity: 1 UOM: Hourly Rate Price: \$129.00 Total: \$129.00

1.2 Hourly Labor Rate for Services/Repair (Field)

Quantity: 1 UOM: Hourly Rate Price: \$130.00 Total: \$130.00

1.3 Hourly Labor Rate for Services/Repair (Shop)

Quantity: 1 UOM: Hourly Rate Price: \$129.00 Total: \$129.00

1.4 Mileage Rate

Quantity: 1 UOM: Mile Price: \$1.50 Total: \$1.50

1.5 Service Call Rate

Quantity: 1 UOM: Call Rate Price: \$25.00 Total: \$25.00

Response Total: \$414.50

EXHIBIT B

Vendor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SafeGuard Insurance Agency 104 E. Calton Rd., Ste. 101 Laredo TX 78041		CONTACT NAME: Sara Ramos PHONE (A/C, No, Ext): (956) 725-6989 FAX (A/C, No): (956) 725-6990 E-MAIL ADDRESS: sramos@safeguardnow.com	
INSURED M&V Heavy Equipment Services LLC 3702 Calle Alta Laredo TX 78046		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co INSURER B: Progressive County Mutual INSURER C: Texas Mutual Fund INSURER D: INSURER E: INSURER F:	
		NAIC # 29203	

COVERAGES

CERTIFICATE NUMBER: CL23102513311

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CPS7886768	10/24/2023	10/24/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y	Y	974495180	10/24/2023	10/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Theft Prevention \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	004711024	10/25/2023	10/25/2024	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 5,000,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2007 Ford F450 VIN#1FDXW46P87EA34592

CERTIFICATE HOLDER

CANCELLATION

City of Laredo 1102 Bob Bullock Laredo TX 78043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sara Fanelle</i>
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ADDITIONAL COVERAGES

Ref #	Description Waiver of Subrogation				Coverage Code WVSUB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$75.00		
Ref #	Description Blanket Additional Insured				Coverage Code BLKAI	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$75.00		
Ref #	Description MULP				Coverage Code MULP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Non-owned				Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$120.00		
Ref #	Description Policy Fee				Coverage Code POLFE	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$45.00		
Ref #	Description Non Owned Propety Damage				Coverage Code NOWPD	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Hired/borrowed				Coverage Code HRDBD	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$112.00		
Ref #	Description Managed Care Option				Coverage Code MCARE	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$101.00		
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$150.00		
Ref #	Description Experience Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$126.00		
Ref #	Description Waiver of Subrogation				Coverage Code WVSUB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Patricia Perez

From: Celia I. Guerrero
Sent: Tuesday, October 1, 2024 11:19 AM
To: Patricia Perez
Subject: FW: M&VHeavyEquipmentLLC_CityofLaredo_COI.pdf
Attachments: M&VHeavyEquipmentLLC_CityofLaredo_COI.pdf

Good morning Patricia,

COI provided by M&V Heavy Equipment Services LLC has been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

Thank you,

Celia Guerrero
City of Laredo
HR/Risk Management 2nd Floor
1102 Bob Bullock Loop
Laredo, Texas 78043
Office: (956)727-6480
Fax: (956)727-6485
Email: cguerrero@ci.laredo.tx.us

From: Patricia Perez <pperez@ci.laredo.tx.us>
Sent: Tuesday, October 1, 2024 10:55 AM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Subject: FW: M&VHeavyEquipmentLLC_CityofLaredo_COI.pdf

Good Morning Celia,

Can you please review COI. Vendor is under contract.

Vendor Name: M & V Heavy Equipment
Amount: \$500,000.00
Scope of Work: Daily Maintenance & Repair to Landfill operational equipment.

Thank You,

Patricia Perez
City of Laredo
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone#: (956)794-1737
Fax#: (956)790-1805

From: gonzalo isai medrano <medranotexasdiesel@gmail.com>
Sent: Tuesday, October 1, 2024 10:41 AM

EXHIBIT C

Terms & Conditions

CITY OF LAREDO
GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

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

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (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.

**CITY OF LAREDO
GENERAL TERMS AND CONDITIONS**

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 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 calendar days prior to the scheduled bid deadline 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 may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

All protests must be duly submitted via Certified Mail to:

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

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

**CITY OF LAREDO
GENERAL TERMS AND CONDITIONS**

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

(a) 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.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(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) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) 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.

(f) 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".

(g) 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.

(h) 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 ENTIRE AGREEMENT

(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.

**CITY OF LAREDO
GENERAL TERMS AND CONDITIONS**

(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 inquiries 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.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solutions:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

Council Communication



City of Laredo
Purchasing Division
RENEWAL NOTICE

August 27, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service - Fleet Department
Contract FY23-080
Extension 1

Dear Mr. Medrano:

This is to inform you that the contract FY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Price:

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter, etc.)	\$129.00
Clean out, greasing, etc. (Field) (Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	\$130.00
Hourly Labor Rate for Services/Repair (Shop)	\$129.00
Mileage Rate	\$1.50
Call Rate	\$25.00

If there are any questions regarding this renewal notice, please feel free to call me at (956)794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc Purchasing Division

M & V Heavy Equipment	
Accept: <input checked="" type="checkbox"/>	Reject: <input type="checkbox"/>
Authorized Signature:	
Print Name: Gonzalo Medrano	
Date: 8/28/24	

City of Laredo - Purchasing Division - 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805



City of Laredo
Purchasing Division
RENEWAL NOTICE

July 21, 2025

Mr. Gonzalo Medrano
M&V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: FY23-080 Landfill Equipment Daily Maintenance
Fleet Department
Extension II

Dear Mr. Medrano.

This is to inform you that the contract FY23-080 which was approved by the City Council on September 16, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

M&V Heavy Equipment

Request a contract extension: ☒

Not request a contract extension: ☐

Authorized Signature:

Print Name: Gonzalo Isai Medrano

Date: 7/28/25



**City of Laredo
Purchasing Division
LETTER OF AWARD**

October 16, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046


Re: Landfill Equipment Daily Maintenance – Fleet Department
FY23-080
Extension I

Dear Mr. Medrano,

This is to inform you that the contract renewal FY23-080 was approved by the City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year. This is the first extension period.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,


Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 9/16/2024

Consent Agenda 39.

SUBJECT

Consideration to renew contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to \$500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 10/2/2023.

BACKGROUND

This contract establishes an hourly labor rate for repair and maintenance service for the City's landfill operational equipment. The term of this contract shall be for a period of one (1) year beginning as the date of its execution. There was no price increase during the last extension period. This is the first of three extension periods. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of an administered by the vendor and the City of Laredo Fleet Department.

A current pricing table is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

This purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

9.16.24

SUBJECT

Consideration to renew contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to \$500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

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A current pricing table is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
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FINANCIAL IMPACT:

This purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract

FY23-080 Pricing Table

M & V Heavy Equipment	Labor Rate/ Hour
Labor Rate for Daily Maintenance (oil, levels, air filter clean out, greasing, etc.. (Field)(Monday thru Saturday)	\$129.00
Hourly Labor Rate for Services/Repair (Field)	\$130.00
Hourly Labor Rate for Services/Repair (Shop)	\$129.00
Mileage Rate	\$1.50
Call Rate	\$25.00

SUBJECT

Consideration to renew contract FY23-080 with M & V Heavy Equipment Services, Laredo, Texas in an amount up to \$500,000.00 for the daily maintenance and repair service of all the City's landfill operational equipment for the Fleet Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

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A current pricing table is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
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FY23-080 Pricing Table

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Mileage Rate	\$1.50
Call Rate	\$25.00



City of Laredo
Purchasing Division
RENEWAL NOTICE

August 27, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance Service - Fleet Department
Contract FY23-080
Extension 1

Dear Mr. Medrano:

This is to inform you that the contract FY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Pricing:


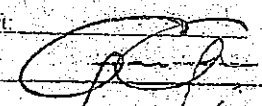
Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter, etc.)	\$129.00
Clean out, greasing, etc. (Field) (Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	\$130.00
Hourly Labor Rate for Services/Repair (Shop)	\$129.00
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If there are any questions regarding this renewal notice, please feel free to call me at (956)794-1731.

Sincerely,


Jaime E. Zapata, MPA
Purchasing Agent

Xc Purchasing Division

M & V Heavy Equipment	
Accept: 	Reject: _____
Authorized Signature: 	
Print Name: <u>Gonzalo I. Medrano</u>	
Date: <u>8/28/24</u>	

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas, 78041
Phone (956)794-1731 Fax 790-1805



City of Laredo
Purchasing Division
RENEWAL NOTICE

Jaime P. Zapata
Purchasing Agent
Phone: (956) 794-1731

Contract # 080
Contract Description: Heavy Equipment Daily Maintenance/Service - Fleet Department
Contract # 080

Contract # 080

This is to inform you that the Contract FY24-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Items

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter, etc.)	\$129.00
Clean and greasing, etc. (Field) (Mon. thru Sat.)	
Hourly Labor Rate for Services/Repair (Field)	\$130.00
Hourly Labor Rate for Services/Repair (Shop)	\$129.00
Mileage Rate	\$1.50
Call Rate	\$25.00

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime P. Zapata, MPA
Purchasing Agent

XC Purchasing Division

M & V Heavy Equipment

Accept ☒ Reject ☐

Authorized Signature

Print Name: Gonzalo J. Medrano

Date: 8/28/24

City of Laredo - Purchasing Division, 3512 Thomas Ave., Laredo, Texas 78041
Phone (956) 794-1731 Fax 790-1805



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

August 27, 2024

Mr. Gonzalo Medrano
M & V Heavy Equipment
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service – Fleet Department
Contract FY23-080
Extension I

Dear Mr. Medrano,

This is to inform you that the contract FY23-080 which was approved by City Council on October 2, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil levels, air filter clean out, greasing, etc..)(Field)(Mon. thru Sat.)	\$129.00
Hourly Labor Rate for Services/Repair (Field)	\$130.00
Hourly Labor Rate for Services/Repair (Shop)	\$129.00
Mileage Rate	\$1.50
Call Rate	\$25.00

If there are any questions regarding this renewal notice, please feel free to call me at (956)794-1731.

Sincerely,


Jaime E. Zapata, MPA
Purchasing Agent

Xc. Purchasing Division

M & V Heavy Equipment

Accept: _____ Reject: _____

Authorized Signature: _____

Print Name: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

M&V Heavy Equipment Services, LLC
Laredo, TX United States

Certificate Number:
2023-1079750

Date Filed:
10/04/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo Landfill Equipment Daily Maintenance/Service

Date Acknowledged:
10/05/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY23-080.
daily maintenance, mechanical work, repair services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____,
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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M&V Heavy Equipment Services, LLC
Laredo, TX United States

Certificate Number:
2023-1079750

Date Filed:
10/04/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo Landfill Equipment Daily Maintenance/Service

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY23-080.
daily maintenance, mechanical work, repair services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Laredo
Purchasing Division
Letter of Award

October 3, 2023

Mr. Herculano Suarez
Blanco Machinery LLC.
864 TX 359
Laredo, Texas 78043

Re: Landfill Equipment Daily Maintenance/Service
FY23-080
Approved by City Council October 2, 2023

Dear Mr. Suarez,

This is to inform you that the contract FY23-080 was approved by City Council on October 2, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year extension periods.

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)Monday thru Saturday)	\$200.00
Hourly Labor Rate for Services/Repair (Field)	\$200.00
Hourly Labor Rate for Services/Repair (Shop)	\$165.00
Mileage Rate	\$0.00
Call Rate	\$0.00

✓ As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

October 3, 2023

Mr. Gonzalo Medrano
M & V Heavy Equipment Services
3702 Calle Alta
Laredo, Texas 78046

Re: Landfill Equipment Daily Maintenance/Service
FY23-080
Approved by City Council October 2, 2023

Dear Mr. Medrano,

This is to inform you that the contract FY23-080 was approved by City Council on October 2, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year extension periods.

Description	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)Monday thru Saturday)	\$129.00
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Hourly Labor Rate for Services/Repair (Shop)	\$129.00
Mileage Rate	\$1.50
Call Rate	\$25.00

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular

Meeting Date: 10/02/2023

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary

Initiated By:

Staff Source: Ronald W. Miller, Fleet Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY23-080 for the daily maintenance and repair service of all the City's landfill operational equipment to the low bidders:

1. M&V Heavy Equipment Service, Laredo, Texas in an amount up to \$500,000.00 (Primary Vendor); and
2. Blanco Machinery LLC., Laredo, Texas in an amount up to \$300,000.00 (Secondary Vendor).

This contract establishes multiple vendors and provides the Fleet Department with the ability to outsource and expedite needed services for the City's landfill equipment. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding an annual service contract for the purchase of maintenance and repair services of all the City's landfill operational equipment. This contract establishes an hourly labor rate for repair and maintenance service for the City's landfill operational equipment. Staff is recommending that M&V Equipment be awarded primary vendor and Blanco Machinery be awarded secondary vendor for this contract.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) year

periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Bid Summary:

Section I: Daily Landfill Heavy Equipment Maintenance/Service (Dozers, Compactors, Excavators, Articulating Trucks, Maintainers, Wheel Loaders)	M&V Heavy Equipment	Blanco Machinery LLC.
	Labor Rate/Hour	Labor Rate/Hour
Labor Rate for Daily Maintenance (oil's levels, air filter clean out, greasing, etc..(Field)Monday thru Saturday)	\$129.00	\$200.00
Hourly Labor Rate for Services/Repair (Field)	\$130.00	\$200.00
Hourly Labor Rate for Services/Repair (Shop)	\$129.00	\$165.00
Mileage Rate	\$1.50	\$0.00
Call Rate	\$25.00	\$0.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:

2024

Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 593-2810-533-2080

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY23-080
FY23-080 Contracts

M & V HEAVY EQUIPEMENT SERVICES Information

Contact: Gonzalo Medrano
Address: 3702 Calle Alta
LAREDO, TX 78046
Phone: (956) 949-8718
Email: medranotexasdiesel@gmail.com

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

Gonzalo medrano gamez

Signature

Submitted at 9/7/2023 10:27:49 AM (CT)

medranotexasdiesel@gmail.com

Email

Bid Attributes

1 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".

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

M&V Heavy Equipment Services

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

8/16/2023

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

Texas Diesel

5 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.

6 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?

1. No 2. No 3. No 4. No 5. No