



City of Laredo  
Purchasing Division  
RENEWAL NOTICE

May 13, 2024

Mr. Jose R. Cantu  
RDO Equipment  
102 Wilcox Road  
Laredo, Texas 78043

Re: John Deere OEM Parts/Service  
Contract FY21-054  
Extension III

Dear Mr. Cantu,

This is to inform you that the contract FY21-054 which was approved by City Council on June 7, 2021 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing

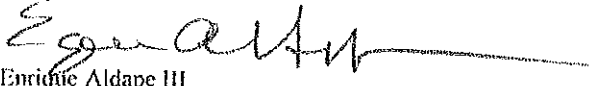
<u>Description</u>	<u>Unit Price</u>
Percent of discount offered	15%
Product identification (Mfr.)	John Deere
Type of Price Schedule	Dealer
Labor Rate for Services	\$190.00 Hour (Shop Rate)
Mileage Rate	\$195.00 Hour (Field Rate)
	\$10.00 \$ 0.00

WE JUST HAD AN INCREASE ON BOTH  
SHOP & FIELD RATES.

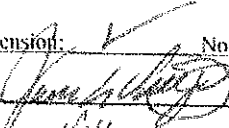
SHOP IS NOW AT \$190.00 Hourly  
FIELD IS NOW AT \$210.00 Hourly

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

  
Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

RDO Equipment	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: Jovell Villagran	
Date: 05/21/2024	



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

June 21, 2023

Mr. Jose R. Cantu  
RDO Equipment  
102 Wilcox Road  
Laredo, Texas 78043

Re: John Deere OEM Parts/Service  
Contract FY21-054  
Extension II

Dear Mr. Cantu,

This is to inform you that the contract renewal for FY21-054 was approved by City Council on June 20, 2023. The term of this contract shall be for a period of twelve months. This is the second of three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Percent of discount offered	15%
Product identification (Mfr.)	John Deere
Type of Price Schedule	Dealer
Labor Rate for Services	\$ 175.00/Hour (Shop Rate)
	\$ 195.00/Hour (Field Rate)
Mileage 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.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**

**Meeting Date:** 06/20/2023

**Initiated By:** Rosario Cabello, Deputy City Manager

**Staff Source:** Ronald W. Miller, Fleet Department Director, Jose F. Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew annual contract FY21-054 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's John Deere equipment with RDO Equipment, Laredo, Texas, in an amount up to \$200,000.00. All parts and services will be secured on an as needed basis. 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. There is a proposed price increase of 6% due to an increase in labor costs for this next extension period. This contract allows for one additional, one year extension upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 6/6/22.

**BACKGROUND**

This contract establishes pricing for the purchase of original equipment manufacturer parts and service for the City's John Deere equipment. There is a proposed price increase of 6% due to an increase in labor costs for this next extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract allows for one additional one year extension period upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty 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 be 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. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

**Summary Pricing:**

	<b>RDO Equipment</b>	<b>RDO Equipment</b>
John Deere Parts/Service	Current Pricing	Proposed Price Increase
Discount Offered	15%	15%
Product I.D. (Mfr.)	John Deere Parts	John Deere Parts
Type Price Schedule (dealer jobber, etc..)	Dealer	Dealer
Labor Rate for Service	\$165.00 Shop/Per Hour \$185.00 Field/Per Hour	\$175.00 Shop/Per Hour \$195.00 Shop/Per Hour
Mileage Rate	\$0.00 Per Mile	\$0.00 Per Mile

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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**Fiscal Impact**

**Fiscal Year:** 2023  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 593-2810-533-2072  
**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.

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**Attachments**

Bid Tab FY21-054

Contract FY21 054

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**City of Laredo**  
**Purchasing Division**  
**RENEWAL NOTICE**

May 19, 2023

Mr. Jose R. Cantu  
RDO Equipment  
102 Wilcox Road  
Laredo, Texas 78043

Re: John Deere OEM Parts/Service  
Contract FY21-054  
Extension II

Dear Mr. Cantu,

This is to inform you that the contract FY21-054 which was approved by City Council on June 7, 2021 is up for renewal. This is the second of three one-year extension periods. Please advise if you wish to renew this contract.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Percent of discount offered	15%
Product identification (Mfr.)	John Deere
Type of Price Schedule	<del>175.00</del> Dealer
Labor Rate for Services	\$150.00/Hour (Shop Rate)
	<del>\$170.00</del> Hour (Field Rate)
Mileage Rate	<del>\$1.95.00</del> \$ 0.00

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

<u>RDO Equipment</u>	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: Jose L. Villagran	
Date: 06/08/2023	



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

June 7, 2022

Mr. Jose R. Cantu  
RDO Equipment  
102 Wilcox Road  
Laredo, Texas 78043

Re: John Deere OEM Parts/Service  
Contract FY21-054  
Extension I

Dear Mr. Cantu,

This is to inform you that the contract renewal for FY21-054 was approved by City Council on June 6, 2022. The term of this contract shall be for a period of twelve months. This is the first of three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Percent of discount offered	15%
Product identification (Mfr.)	John Deere
Type of Price Schedule	Dealer
Labor Rate for Services	\$ 165.00/Hour (Shop Rate)
	\$ 185.00/Hour (Field Rate)
Mileage Rate	\$ 0.00

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

\* As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956)794-1733 Fax 790-1805

**City Council-Regular**

**Meeting Date:** 06/06/2022

**Initiated By:** Riazul Mia, Assistant City Manager

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

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**SUBJECT**

Consideration to renew annual contract FY21-054 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's John Deere equipment with RDO Equipment, Laredo, Texas, in an amount up to \$200,000.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There is a proposed price increase of 9% due to an increase in labor costs for this next extension period. This contract allows for two additional, one year extensions upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 6/7/21.

**BACKGROUND**

This contract establishes pricing for the purchase of original equipment manufacturer parts and service for the City's John Deere equipment. There is a proposed price increase of 9% due to an increase in labor costs for this next 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. The contract allows for two additional one year extension upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. 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. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**Summary Pricing:**

	<b>RDO Equipment</b>	<b>RDO Equipment</b>
John Deere Parts/Service	Current Pricing	Proposed Price Increase
Discount Offered	15%	15%
Product I.D. (Mfr.)	John Deere Parts	John Deere Parts
Type Price Schedule (dealer jobber, etc..)	Dealer	Dealer
Labor Rate for Service	\$ 150.00 Shop/Per Hour \$ 170.00 Field/Per Hour	\$ 165.00 Shop/Per Hour \$ 185.00 Shop/Per Hour
Mileage Rate	\$ 0.00 Per Mile	\$ 0.00 Per Mile

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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	<b>Fiscal Impact</b>
<b>Fiscal Year:</b>	2022
<b>Budgeted Y/N?:</b>	Yes
<b>Source of Funds:</b>	Fleet Maintenance Fund
<b>Account #:</b>	593-2810-533-2072
<b>Change Order: Exceeds 25% Y/N:</b>	
<b>FINANCIAL IMPACT:</b>	
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.	

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**Attachments**

Bid Tab FY21-054

Contract FY21-054

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City of Laredo  
Purchasing Division  
RENEWAL NOTICE

May 3, 2022

Mr. Jose R. Cantu  
RDO Equipment  
102 Wilcox Road  
Laredo, Texas 78043

Re: John Deere OEM Parts/Service  
Contract FY21-054  
Extension I

Dear Mr. Cantu,

This is to inform you that the contract FY21-054 which was approved by City Council on June 7, 2021 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Percent of discount offered	15%
Product identification (Mfr.)	John Deere
Type of Price Schedule	Dealer
Labor Rate for Services	\$150.00/Hour (Shop Rate) <i>\$165.00 qtr</i>
Mileage Rate	\$170.00/Hour (Field Rate) <i>\$185.00 qtr</i> \$0.00 no charge if within city limits <i>th</i>

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

RDO Equipment:

Request a contract extension:

Not request a contract extension:

Authorized Signature:

Print Name:

Date:

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041  
Phone (956) 794-1733 Fax 790-1805



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

June 8, 2021

Mr. Jose R. Cantu  
RDO Equipment  
102 Wilcox Road  
Laredo, Texas 78043

Re: John Deere OEM Parts/Service  
Contract FY21-054  
Approved by City Council on June 7, 2021

Dear Mr. Cantu,

This is to inform you that the contract FY21-054 was approved by City Council on June 7, 2021. The term of this contract shall be for a period of twelve months. This contract has three one year extension periods.

**Contract Pricing**

<u>Description</u>	<u>Unit Price</u>
Percent of discount offered	15%
Product identification (Mfr.)	John Deere
Type of Price Schedule	Dealer
Labor Rate for Services	\$ 150.00/Hour (Shop Rate)
	\$ 170.00/Hour (Field Rate)
Mileage Rate	\$ 0.00

**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 cancelation 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](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You scan and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**

**Meeting Date:** 06/07/2021

**Initiated By:** Riazul Mia, Assistant City Manager

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

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**SUBJECT**

Consideration to award annual contract FY21-054 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's John Deere equipment with the sole bidder RDO Equipment, Laredo, Texas, in an amount up to \$200,000.00. All parts and services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract allows for three additional, one year extensions 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 went out on formal bid solicitations through Cit-E-Bid and received one (1) bid for awarding a contract for providing original equipment manufacturer parts and service for the City's John Deere equipment. Staff is recommending that this contract be awarded to the sole bidder RDO Equipment for parts/service repairs for all John Deere equipment.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract allows for three additional one year extension upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. 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. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**Summary Pricing:**

	<b>RDO Equipment</b>
	John Deere Parts/Service
Discount Offered	15%
Product I.D. (Mfr.)	John Deere Parts
Type Price Schedule (dealer jobber, etc..)	Dealer
Labor Rate for Service	\$ 150.00 Shop/Per Hour \$ 170.00 Field/Per Hour
Mileage Rate	\$ 0.00 Per Mile

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2021  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 593-2810-533-2072  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

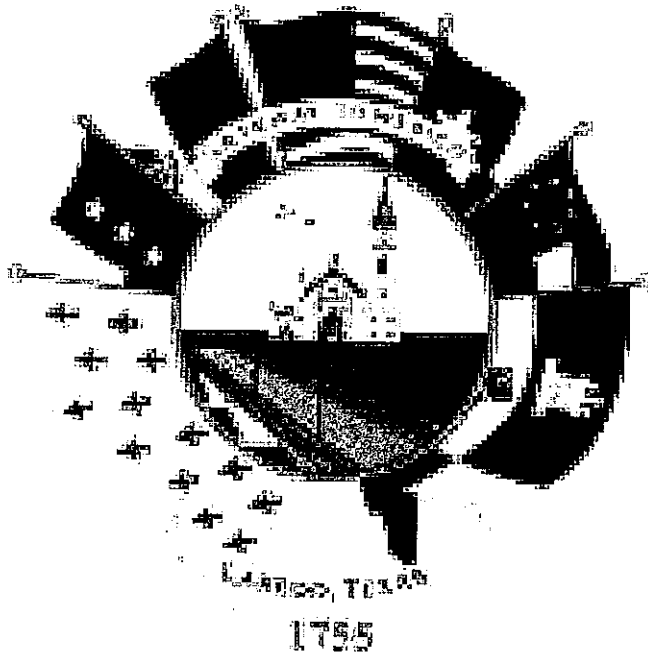
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated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

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**Attachments**

FY21-054 RDO Contract  
Bid Tab FY21-054

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## **FY21-054**

### **RDO Equipment Co**

### **Supplier Response**

#### **Event Information**

Number: FY21-054  
Title: FY21-054 John Deere OEM Parts/Services  
Type: Request For Bid  
Issue Date: 4/1/2021  
Deadline: 4/27/2021 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:

• Name of Bid



•Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

### **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

## RDO Equipment Co Information

Contact: Jose R. Cantu Jr.  
Address: 102 Wilcox Rd  
Laredo, TX 78043  
Phone: (956) 718-1909  
Fax: (956) 718-2064  
Email: [jcantu@rdoequipment.com](mailto:jcantu@rdoequipment.com)

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

Tiffany L. Franklin on behalf of RDO Equipment Company  
*Signature*

JVILLAGRAN@RDOEQUIPMENT.COM  
*Email*

Submitted at 4/9/2021 2:50:00 PM

## Supplier Note

Vendor submitted E-Bid and manual bid; paper copy had the bid schedule information, which was added to E-Bid.

## Response Attachments

### FY21-054 JOHN DEERE OEM PARTS SERVICES FINAL.pdf

FY21-054 (FY21-054 JOHN DEERE OEM PARTS/SERVICES BID

### rdo equip co fy21-054.pdf

Manual bid submitted from RDO Equipment for FY21-054

## Bid Attributes

<b>1</b>	<b>Questionnaire Description</b> "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".
<b>2</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> RDO EQUIPMENT COMPANY; Jose L. Villagran, 956-718-1909
<b>3</b>	<b>State how long under has the business been in its present business name</b> 55 YEARS
<b>4</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> N/A

**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?

NOT APPLICABLE

**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?

NOT APPLICABLE

**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/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**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.

<b>1</b> <b>1</b>	<b>Conflict of Interest Questionnaire</b> 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? <input type="text" value="Yes"/>
<b>1</b> <b>2</b>	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
<b>1</b> <b>3</b>	<b>This is a</b> <input type="text" value="New Submission"/>
<b>1</b> <b>4</b>	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="JOSE L VILLAGRAN"/>
<b>1</b> <b>5</b>	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="a) FY21-054 John Deere OEM Parts/Services"/> <input type="text" value="b) Fleet Department"/>
<b>1</b> <b>6</b>	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <input type="text" value="Jose L. Villagran, RDO Equipment Company"/>
<b>1</b> <b>7</b>	<b>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.</b> <input type="text" value="Not Applicable"/>
<b>1</b> <b>8</b>	<b>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</b> 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 type="text" value="No response"/>
<b>1</b> <b>9</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <input type="text" value="Not Applicable"/>
<b>2</b> <b>0</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
<b>2</b> <b>1</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <input type="text" value="Not Applicable"/>

<b>2</b> <b>2</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p>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.</p> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">No response</div>
<b>2</b> <b>3</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>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)</p> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Not Applicable</div>
<b>2</b> <b>4</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">No response</div>
<b>2</b> <b>5</b>	<p><b>Updates on contributions required</b></p> <p>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.</p>
<b>2</b> <b>6</b>	<p><b>Question 8. Disclosure of Conflict of Interest</b></p> <p>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?</p> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">I am not aware of any conflict of interest</div>
<b>2</b> <b>7</b>	<p><b>8. Disclosure of Conflict of Interest</b></p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">NOT APPLICABLE</div>
<b>2</b> <b>8</b>	<p><b>Question 9. Updates Required</b></p> <p>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.</p> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">I have read and understand this section</div>

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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

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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  
1

### Question 11. Oath

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

1) JOSE L VILLAGRAN-SERVICE MANAGER - RDO EQUIPMENT COMPANY  
4) 4/08/2021

3  
2

### Question 12. Oath

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

I swear or affirm information is correct

3  
3

### Terms and Conditions for Request for Bids

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

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

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

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

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

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

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is 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.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS** The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(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](mailto: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 bidder or bidder, and on the criteria listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

#### **11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☐ I Agree to the Terms and Conditions

### **3 Ordinance 2018-O-175**

**4**

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.

☐ N/A



## Bid Lines

### 1 Package Header

Section I: John Deere Equipment OEM Captive New Parts/Service

Quantity: 1 UOM: EA Total: \$150.00

#### Package Items

##### 1.1 Percent of Discount Offered

Quantity: 1 UOM: Percent of Discount Offered Total: 15%

Manufacturer: John Deere OEM Parts

##### 1.2 Labor Rate for Services (Per Hour)

Quantity: 1 UOM: Labor Rate/Hour Price: \$150.00 Total: \$150.00

Supplier Notes: \$150/hour if in shop; \$170/hour if in field

##### 1.3 Mileage Rate

Quantity: 1 UOM: Mileage Rate Price: \$0.00 Total: \$0.00

Supplier Notes: No charge if within City limits

##### 1.4 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Quantity: 1 UOM: Days Price: No response Total: No response

Supplier Notes: 3 working days; Business hours are from 7:00 a.m. to 5:30 p.m., 5 days per week

**Response Total: \$150.00**

CITY OF LAREDO  
PURCHASING DIVISION



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

#1

**JOHN DEERE HEAVY EQUIPMENT OEM PARTS/SERVICE  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and repair service of John Deere heavy equipment for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on April 27, 2021; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on April 28, 2021.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: John Deere OEM Parts/Service – Fleet Department  
FY21-054**

Bids can be downloaded and submitted through Cit-E-Bid: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

**MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

- Please make sure that the bid is in a sealed envelope marked with the following:
  - Name of Bid
  - Name of Company submitting Bid
  - Address of Company submitting Bid
- Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
- If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

CITY OF LAREDO  
PURCHASING DIVISION



City of Laredo  
Purchasing Division

Notice to Bidders

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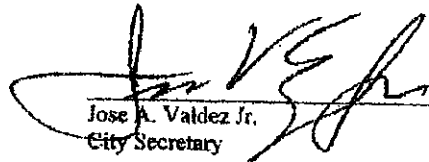
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**Hand Delivered:**

City of Laredo – City Secretary  
C/O Jose A. Valdez Jr.  
City Hall – Third Floor  
1110 Houston Street  
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 31<sup>st</sup> DAY OF MARCH 2021.

  
Jose A. Valdez Jr.  
City Secretary

CITY OF LAREDO  
PURCHASING DIVISION

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
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- (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.
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- (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  
PURCHASING DIVISION**

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.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

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

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

**10.0 AWARD OF CONTRACT**

- (a) This contract will be awarded to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas -- Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss**: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
  - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:  
Jorge J. Jolly, Accounts Payable Manager

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956-791-7328

[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

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

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

(k) 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.

**13.0 CONTRACT REQUIREMENTS**

**13.1 CODE OF ETHICS ORDINANCE 2012-0-126**

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

**13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**13.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**13.4 CONTRACT DISCLOSURE FORMS (Attached)**

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 Bid Only\*\***

**13.5 CONFLICT OF INTEREST FORMS (Attached)**

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.

**13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

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/tcc/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.



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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 will result in the cancellation of the contract.

**14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this 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-Q-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify 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.

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**Formal Invitation for Bids**  
**John Deere OEM Parts/Service**

**15.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for the supply of OEM captive parts and repair service of John Deere heavy equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, April 18, 2021 to:

Email: [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	<a href="mailto:rmiller@ci.laredo.tx.us">rmiller@ci.laredo.tx.us</a>

**15.0 General Conditions**

15.1 Bidders are required to submit their bids upon the following expressed conditions:  
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

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

**16.0 General Requirements**

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the equipment may be picked up.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of equipment during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

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

16.4 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts and services from other sources.

16.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any pickup or delivery of any equipment.

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- 16.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 16.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 16.8 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 16.9 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 16.10 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 16.11 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 17.0 **Specifications**
- 17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.
- 17.3 Invoices:
- 17.3.1 Must be legible and reference a valid purchase order number.
- 17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.
- 17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 17.4 City of Laredo personnel may pickup parts from Contractor's facility.
- 17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

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17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**18.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, 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 therefor. 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 therefor. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

18.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

**19.0 Award of Contract**

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

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**19.1 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**20.0 Price Adjustment\*\*\*\*\***

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

**21.0 Required Format and Contents of Bid Submission**

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

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contract Disclosure**
- Tab F - Certificate of Interested Parties (Form 1295)**

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22.0 **Tab A – Bidder Information Questionnaire**

**Bidder Information/Business Questionnaire:**  
**Please complete all information requested below and submit with your bid package**

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

Name of Offeror (Business) RDO EQUIPMENT COMPANY

Signature Jose L Villagran Date 04/08/2021  
of person authorized to sign bid

Print Name JOSE L VILLAGRAN  
of person authorized to sign bid

Title: SERVICE MANAGER

Business Address: 102 WILCOX RD.

City, State, Zip Code: LAREDO, TX 78043

Telephone Number: 956-718-1909 Fax Number: 956-718-2064

Contact Person Email Address: JVILLAGRAN@RDOEQUIPMENT.COM

Federal Tax ID Number: 1-45-0455407-3

Bidders Principal/Corporate Place of Business Address: 102 WILCOX RD., LAREDO, TX 78043

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: \_\_\_\_\_

State how long under its present business name: FIFTY FIVE YEARS

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

N/A

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

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☒ No.

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☐

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

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23.0 Tab B Price Schedule

23.1 Section I: John Deere Equipment Captive New Parts/Service

Percent of discount offered	15 %
Product identification (Mfr.)	JOHN DEERE
Type price schedule (dealer, jobber, etc.)	DEALER
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	
Labor Rate for Services	\$150 - SHOP Per Hour \$170 - FIELD
Mileage Rate (if any) NO CHARGE IF WITHIN CITY LIMITS	\$ Per Mile

Parts will be delivered within 3 working days after receipt of order.

Business hours are from 7:00 A.M. to 5:30 P.M., 5 days per week.

Company Name: RDO EQUIPMENT COMPANY

Owner/President Name: RONALD D. OFFUTT

Company Address: 102 WILCOX RD.

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: Jose L Villagran

Company Representative's Name: JOSE L. VILLAGRAN - SERVICE MANAGER

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



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**24.0    Tab C- Conflict of Interest Disclosure**

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

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

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

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

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.  
Name JOSE L. VILLAGRAN Signature Jose L. Villagran Date 04/08/2021

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO  
PURCHASING DIVISION  
**AFFIDAVIT**

**25.0 Tab D**

**Project:**

Form of Non-Collusive Affidavit

**AFFIDAVIT**

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_

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

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

Signature of: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

CITY OF LAREDO  
PURCHASING DIVISION

26.0 Tab E



City of Laredo  
Discretionary Contracts Disclosure

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

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

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

1. Name of person submitting the disclosure form			
JOSE	L	VILLAGRAN	
First	M.I.	Last	Suffix

2. Contract Information	
a) Contract or Project name(s):	FY21-054 JOHN DEERE OEM PARTS/SERVICES
b) Originating Department(s):	FLEET DEPARTMENT

3. Name of individual(s) or entity(ies) entering a contract with the city (i.e. parties to the contract)			
JOSE L. VILLAGRAN	<i>Jose L Villagran</i>	RDO EQUIPMENT COMPANY	
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

4. List any business entities that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.	
<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.	
<input type="checkbox"/> Name of partner, parent, or subsidiary business entity(ies):	

CITY OF LAREDO  
PURCHASING DIVISION

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

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

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

☐ List of subcontractors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*7. Disclosure of political contributions.**

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

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

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

☐ List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

by these city officials?

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

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

**\*Acknowledgements**

**☒ Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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.

**☒ No Contract with City Officials or Staff during Contract Evaluation**

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

This no-contract 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 will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

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

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

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

**\*Oath**

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

JOSE L. VILLAGRAN

Name (Print)

*Jose L. Villagran*

Signature

SERVICE MANAGER

Title

RDO EQUIPMENT COMPANY

Company or DBA

04/08/2021

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo  
P.O. Box 579  
Laredo, TX 78042-0579

CITY OF LAREDO  
PURCHASING DIVISION

**27.0 Tab F – Certificate of Interested Parties (Form 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>.

**Implementation of House Bill 1295**

**27.1 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.

**27.2 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

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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**

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

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

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

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

**5** Check only if there is NO interested party. ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



CITY OF LAREDO  
PURCHASING DIVISION

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**28.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on April 27, 2021; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on April 28, 2021.

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

**Bid: John Deere OEM Parts/Service – Fleet Department  
FY21-054**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary  
C/O Jose A. Valdez Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040

Bid # FY21 - 054  
Bid Title FY21 - 054  
John Deere OEM Parts /  
Services

REVD CITY SEC C/P  
2/28/2025

RDO  
EQUIPMENT  
COMPANY