

## City of Laredo Purchasing Division RENEWAL NOTICE

April 8, 2024

Mr. Junior Contreras Mo-Vac Service 224 Ranch Road 6086D Laredo, Texas 78046

Re:

Vacuum Truck Services

Contract FY21-070

Extension III

Dear Mr. Contreras,

This is to inform you that contract FY21-070 for vacuum truck services which was approved by City Council on June 21, 2021 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

#### Pricing under contract:

Sincerely,

Enrique Aldape III Interim Purchasing Agent

<u>Description</u>	Hourly Labor Rate
Vacuum Truck Service	\$ 91.00
Truck Washout Service	\$ 125.00

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

Xc:	Purchasing File
Mo-	Vac Service
	est a contract extension. Not request a contract extension:
Auth	orized Signature: Itanho W. Hame
Print	Name: HANKS HANNA, PRESIDENT
Date	01/ 08 2-1/



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

May 2, 2023

Mr. Junior Contreras Mo-Vac Service 224 Ranch Road 6086D Laredo, Texas 78046

Re:

Vacuum Truck Services

Contract FY21-070

Extension II

Dear Mr. Contreras,

This is to inform you that contract renewal FY21-070 for vacuum truck services was approved by City Council on May 1, 2023. The term of this contract shall be for a period of twelve months. This is the second of three extension periods.

#### Pricing under contract:

Description	Hourly Labor Rate
Vacuum Truck Service	\$ 91.00
Truck Washout Service	\$ 125.00

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: 05/01/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia, Jr., P.E., Utilities Department Director, Jose F. Castillo,

Interim Finance Department Director, Miguel A. Pescador, Purchasing

Agent

#### **SUBJECT**

Consideration to renew annual service contract FY21-070 with Mo-Vac Service Company, Laredo, Texas in an amount up to \$65,000.00 to provide vacuum truck services for the Utilities Department. The vendor shall remove and transport domestic sewage, sewage sludge and/or sludge during the raining season. 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 was no price increase during the last extension period. This contract can be extended one additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Operating Budget.

#### **VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

#### PREVIOUS COUNCIL ACTION

Approved a one-year contract on 5/16/22.

#### BACKGROUND

This contract establishes an hourly service rate for the removal and transportation of domestic sewage, sewage sludge and/or sludge during the raining season. There was no price increase during the last extension period. This is the second of three extension periods. All services will be purchased 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. The contract may be extended for one, additional one (1) year period. 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.

**Current Contract Pricing:** 

Description	Mo-Vac Service Company
Hourly rate shall include all surcharges such as fuel and insurance. Response time shall be a maximum of one hour after receipt of call.	Hourly Labor Rate
Vacuum Service	\$91.00
Truck Washout Service	\$125.00

#### COMMITTEE RECOMMENDATION

None.

#### STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:

2023

**Bugeted Y/N?:** 

Yes

Source of Funds:

Account #:

559-4220-533-3730

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

#### **Attachments**

Bid Tab FY21-070 FY21-070 Contract



#### City of Laredo **Rurchasing Division** RENEWALNOTICE

April 19, 2023

Mr-Junior Contierss Mo-Vac Service 224 Ranch Road 6086D Laredo, Texas 78046

Re:

Vecuum Truck Services Contract BY21-070 Extension II

Dear Mr. Confreras,

This is to inform you that contract PV21-070 for vacuum truck services which was approved by City Conneil of June 21, 2021 in up for renewal. This is the second of three extension periods. Please Council on some 21, 2021 and this contract.

Pricing under contract:

REMAN KUTH

	4. 4.4.4.			
•	Description	Hour	Labor R	MAT I
	Vacuum Uruck Service		9100	
,	Truck Washout Service:		12400	-
- 1		1 3	, A 10-7 1 U U	

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

Sincerely

Miguel A. Pescador Purchasing Agent

XO:

Purchashig/File

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Mo-Vac Scrvice	
Request a contract extension: / Not	BULLET & CONTROL CONTROL CONTROL
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Print Name Plants Print	
Date: 1974-270-200-20	
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#### City of Laredo Purchasing Division LETTER OF AWARD

May 17, 2022

Mr. Junior Contreras Mo-Vac Service 224 Ranch Road 6086D Laredo, Texas 78046

Re:

Vacuum Truck Services

Contract FY21-070

Extension I

Dear Mr. Contreras,

This is to inform you that contract renewal FY21-070 for vacuum truck services was approved by City Council on May 16, 2022. The term of this contract shall be for a period of twelve months. This is the first of three extension periods.

#### Pricing under contract:

Description	Hourly Labor Rate
Vacuum Truck Service	\$ 91.00
Truck Washout Service	\$ 125.00

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

City Council-Regular

Meeting Date: 05/16/2022

Initiated By: Riazul Mia, Assistant City

Manager

Staff Source: Arturo Garcia, Jr., P.E., Utilities Department Director, Miguel A. Pescador,

**Purchasing Agent** 

#### SUBJECT

Consideration to renew annual service contract FY21-070 with Mo-Vac Service Company, Laredo, TX in an amount up to \$65,000.00 to provide vacuum truck services for the Utilities Department. The vendor shall remove and transport domestic sewage, sewage sludge and/or sludge during the raining season. 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 was no price increase during the last extension period. This contract can be extended two (2) additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Operating Budget.

#### **VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

#### PREVIOUS COUNCIL ACTION

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

#### **BACKGROUND**

This contract establishes an hourly service rate for the removal and transportation of domestic sewage, sewage sludge and/or sludge during the raining season. There was no price increase during the last extension period. This is the first of three extension periods. All services will be purchased 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. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any

renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Current Contract Pricing:

Description	Mo-Vac Service Company
Hourly rate shall include all surcharges such as fuel and insurance. Response time shall be a maximum of one hour after receipt of call.	Hourly Labor Rate
Vacuum Service	\$91.00
Truck Washout Service	\$125.00

#### **COMMITTEE RECOMMENDATION**

None.

#### STAFF RECOMMENDATION

It is recommended that this contract be renewed.

**Fiscal Impact** 

Fiscal Year: 2022
Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-4220-533-3730

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

#### **Attachments**

Bid Tab FY21-070 Contract FY21-070



#### City of Laredo Purchasing Division RENEWAL NOTICE

May 3, 2022

Mr. Junior Contreras Mo-Vac Service 224 Ranch Road 6086D Laredo, Texas 78046

Re:

Vacuum Truck Services

Contract FY21-070

Extension I

Dear Mr. Contreres,

This is to inform you that contract FY21-070 for vacuum truck services which was approved by City Council on June 21, 2021 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

#### Pricing under contract:

Jourly Labor Rafe
\$ 91.00
\$ 125.00

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

	vargues A. Pescador Purchasing Agent.		
Xc:	Purchasing Filé		
Mo-V	20 Service		
Requ	est a contract extension: S. A. Not request a contract extension:		
Autho	nized Signature Wilho Honagar		

Pint Name: M. K. Floring an

Date: 5-3-2012



### City of Laredo Purchasing Division LETTER OF AWARD

June 22, 2021

Mr. Junior Contreras Mo-Vac Service 224 Ranch Road 6086D Laredo, Texas 78046

Re:

Vacuum Truck Services Contract FY21-070

Approved by City Council on June 21, 2021

Dear Mr. Contreras,

This is to inform you that contract FY21-070 for vacuum truck services was approved by City Council on June 21, 2021. The term of this contract shall be for a period of twelve months. This contract has three extension periods.

#### Pricing under contract:

Description	Hourly Labor Rate
Vacuum Truck Service	\$ 91.00
Truck Washout Service	\$ 125.00

#### 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. <a href="https://www.ethics.state.tx.us/whatsnew/FAO Form1295.html">https://www.ethics.state.tx.us/whatsnew/FAO Form1295.html</a>. You scan and email a copy to <a href="mpescador@ci.laredo.tx.us">mpescador@ci.laredo.tx.us</a> 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: 06/21/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo García, Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

#### SUBJECT

Consideration to award annual service contract FY21-070 to the sole bidder Mo-Vac Service Company, Laredo, TX in an amount up to \$65,000.00 to provide vacuum truck services for the Utilities Department. The vendor shall remove and transport domestic sewage, sewage sludge and/or sludge during the raining season. 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 can be extended three (3) additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Operating Fund.

#### **VENDOR INFORMATION FOR COMMITTEE AGENDA**

None

#### PREVIOUS COUNCIL ACTION

None.

#### **BACKGROUND**

The City went out on formal bid solicitations and received one (1) bid through Cit-E-Bid for awarding a contract for the removal and transportation of domestic sewage, sewage sludge and/or sludge during the raining season. This contract establishes an hourly service rate. This contract has three extension periods. All services will be purchased 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. 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 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.

Pricing Summary:

Description	Mo-Vac Service Company
Hourly rate shall include all surcharges such as fuel and insurance. Response time shall be a maximum of one hour after receipt of call.	Hourly Labor Rate
Vacuum Service	\$91.00
Truck Washout Service	\$125.00

#### **COMMITTEE RECOMMENDATION**

None.

#### STAFF RECOMMENDATION

It is recommended that this contract be awarded.

**Fiscal Impact** 

Fiscal Year:

2021

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

559-4220-533-3730

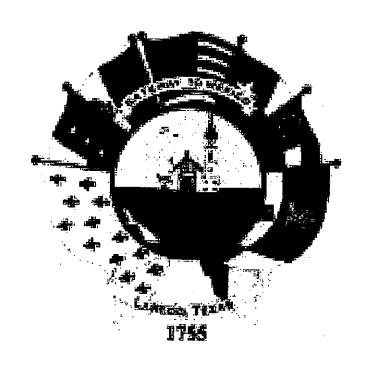
Change Order: Exceeds 25% Y/N:

**FINANCIAL IMPACT:** 

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

#### **Attachments**

Bid Tab FY21-070 FY21-070 Contract



## FY21-070 Vacuum Truck Services Mo-Vac Service Company, Inc. Supplier Response

2000 Page 1980 1980 1

#### **Event Information**

Number: FY21-070 Vacuum Truck Services

Title: FY21-070 Vacuum Truck Services - Utilities Department

Type: Request For Bid

Issue Date: 5/13/2021

Deadline: 6/3/2021 05:00 PM (CT)

#### **Contact Information**

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

#### Mo-Vac Service Company, Inc. Information

Contact: Junior Confreras

Address: 224 Ranen Road 6086D

Laredo, T.≵.78()46 (956) 631/9124

Phone:

Email: jrcontreras@mb-vac.com

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

Junior Contreras

ircontreras@mo-vac.com

Email

Signature

Submitted at 5/27/2021 10:20:15 AM

#### Response Attachments

City of Laredo-Water Utilities COI.pdf

City of Laredo-Solid Waste Dept COLpdf

COL

#### **Bid Attributes**

#### **Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bld 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)

Mo-Vac Service Company, Inc.

#### Print Name of person authorized to sign bid

Junior Contreras

#### Title

Laredo Yard Manager

#### **Business Address**

6 Miles East HWY 359

#### City, State, Zip Code

Laredo, Texas 78044

#### Telephone Number

(956) 631-9121

9/ <u>1</u>	
8	Federal Tax ID Number
:iç/	74-1365514
9	Bidders Principal/Corporate Place of Business Address
	3721 South McColl Road, Edinburg, Texas 78539
1	Indicated Status of Business
0	Corporation
1	If other state business status
	N/A
12	State how long under its present bsuiness name
	63 years
4	If applicable, list all other names under which the Business identified above operated in the last five
1 5	years
	Mo-Vac Service Company, Inc.; Mo-Vac Service Company of Alice, Inc.; Mo-Vac Environmental, Inc.
i	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the
	City of Laredo?
Ž,	No No
	Question #1
	Has the business, or any officer or partner thereof, falled to complete a contract?
	No No
	Question 2
1.	Is any litigation pending against the Business?
	No No
8 0 M	Question #3
	;
推放 計畫	Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?
	No
	Question #4
	If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.
	No response
	Question #5
9	Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract
	awaior
(°)	No

34	
	<b>N</b> 4
	Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment,
riā cas	advanced meligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
	No No
26 2	Question #7
	Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary
	exclusion, or qualification to receive a public contract?
**	No
NAME OF THE PERSON NAME OF THE P	
2	Question #8
	His the government or other public entity requested or required enforcement of any of its state and the same of the state
	decianned the basis of default of in fleu of decianning the Business in default?
	No
	Question #9
3	Is the Business in arrears in any contract or debt?
	No Tho
	Question #10
	Has the Business been a defaulter, as a principal, surety, or otherwise?
	No
200	
	Question #11
	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on
	and of the arry other reason?
	No
de de	State if the Company is a certified minority business enterprise
	The below information is requested for statistical and traditions are
	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.
	Historically Underutilized Business (HUB)
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4 3	Na Na
72773	Small Disadvantaged Business Enterprise (SDBC)
2 8	Small Disadvantaged Business Enterprise (SDBC)
72773	Small Disadvantaged Business Enterprise (SDBC)
2 8	Small Disadvantaged Business Enterprise (SDBC)
	Small Disadvantaged Business Enterprise (SDBC)  No  Disadvantaged Business Enterprise (DBE)
2 8	Small Disadvantaged Business Enterprise (SDBC)  No  Disadvantaged Business Enterprise (DBE)

#### Questionnaire Description

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

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

Mo-Vac Service Company, Inc. Junior Contreras, Laredo Yard Manager, (956) 763-4667

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

63 years

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

8

#### State if the Company is a certified minority business enterprise

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

#### **Questions Part 1**

1) is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarity 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?

No

#### **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?

No

#### State if the Company is a certified minority business enterprise

This company is not a certified minority business

#### Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

#### 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.

#### **Conflict of Interest Questionnaire**

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

Yes

#### Ordinace 2018-O-175

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

We have a location in Laredo, Texas

#### References

List of references including the name, address, and phone number of the person closely associated with the firm's prior project performance.

\*\*Documentation shall be uploaded onto Cit-E-Bid\*\*

Yes

#### **Equipment List**

List of equipment which will be used to comply with this contract obligation.

\*\*Documentation shall be uploaded onto Cit-E-Bid\*\*

Yes

# Required TCEQ# Required: TCEQ Transporter Number \*\*Documentation shall be uploaded onto Cit-E-Bid\*\* Yes

#### 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 fallure 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 bld.

(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 <a href="majority.npescador@ci.laredo.tx.us">mpescador@ci.laredo.tx.us</a> 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 filling a protest:

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

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

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

#### **8.0 BIDDER DISCOUNTS**

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
- 9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
- 10.0 AWARD OF CONTRACT (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas Local Government Code.
- (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 involces 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

#### Insurance Terms and Conditions

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

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease

aggregate.

(c) Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence for

bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo

accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 eachoccurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable

insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile

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 llability policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager. (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

i agree my insurance meets minumum requirements

#### **Bid Lines**

4	Package Header  The price bid shall be hourly and include all surcharges such as fuel and insurance. Bidders shall state their wash down cost as well.								
	**** Response time shall be a maximum of one (1) hour after receipt of call. *****								
i ja	Quantity: 1 UOM: PKG	Total:	\$489,000.00						
	Package Items								
	1.1 Vacuum Service								
)(12 (*42	Quantity: 4000 UOM: Hour Price:	\$91.00 Total:	\$364,000.00						
	1.2 Truck Washout Service	70 (OE).	Ψ00+,000.00						
	Quantity: 1000 UOM: Hour Price:	\$125.00 Total:	\$125,000.00						

**Response Total:** \$489,000.00

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER, IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER 469-424-3419 SONTACT Michelle Cummings rkonder Bev Cap Management, LLC 120 W. Virginia St., Suite 200 McKinney, TX 75069 Katherine LaMantia PHONE (A/C, No, Ext): 469-424-3419 FAX (AC, No): 469-424-3057 Mores michelle@bevcapmanagement.com INSURER(5) AFFORDING COVERAGE NAIC# INSURER A: Zurich Insurance Company 16535 INSIMED Mo-Vac Service Co inc.; Mo-Vac Service Co of Alice Inc.; Mo-Vac Environmental Inc. MSURER B : Various - See Notes INSURERC: Lloyds of London, Underwriters Clementson, inc. P.O. Box 2677 INSURER D : NISLRER E : McAllen, TX 78502 INSURER F COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDIL SUBR TYPE OF INSURANCE FOLICY EFF POLICY EXP POLICY NUMBER LUMITS X COMMERCIAL GENERAL LIABILITY 2,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre CLAIMS-MADE X OCCUR GLO5778458-06 07/01/2020 07/01/2021 100,000 10.000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER 4,000,000 GENERAL AGGREGATE PRO POLICY 4,000,000 PRODUCTS - COMP/OF AGG OTHER: Emp Ben. 1,000,000 AUTOMOBILE LIABILITY COMBRIED SINGLE LIMIT 2,000,000 ANY AUTO BAP5778457-06 07/01/2020 07/01/2021 BODILY INJURY (Per person) AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) X HIRED AUTOS DALY NON-GWNED В UMBRELLA LIAB X OCCUR 5,000,000 EACH OCCURRENCE EXCERS LIAB Х CLAIMS-MADE SEE NOTES ATTACHED 07/01/2020 07/01/2021 5,000,000 AGGREGATE DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X SFATURE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? WC5778458-06 07/01/2020 07/01/2021 1.000.000 EL FACH ACCIDENT OPPICER/MEMBER (Mandatory in NH) 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - EA EMPLOYEE 1,000,000 DISEASE - POLICY LIMIT C Polistion Liab W2B829200101 06/15/2020 06/15/2021 Per Loss 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space to required) General and Auto Liability policies include a blanket additional insured endorsement that provides additional insured status to those parties required in a written contract with the named insured. Policies include a blanket waiver of subrogation endorsement when required by written contract with the Named insured. CERTIFICATE HOLDER CANCELLATION CITYOFL SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. The City of Laredo Water Utilities 5816 Daugherty Ave. AUTHORIZED REPRESENTATIVE Laredo, TX 78041

ACORD 25 (2016/03)

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NOTEPAD

INSURED'S NAME Mo-Vac Service Co Inc.; Mo-Vac

MOVAC-1 OP ID: MC PAGE 2 Date 12/04/2020

Please note, there have been changes in coverage and limits. This certificate replaces any prior certificate issued.

Excess Policies: Umbrella / Excess Liability policy follows the Additional Insured provisions of the underlying primary policies.

- 1. Carrier RSUI Indomnity Company
  Policy #NHA090623
  Limit \$5,000,000 xs Primary General and Employers Liability
- 2. Carrier Scion, Lloyds of London Policy #SCT1115220 Limit - \$2,000,000 xs Primary Auto Liability
- 3. Carrier Hallmark Specialty Insurance Company Policy #77HX205869 Limit - \$2,000,000 xs \$2,000,000 xs Primary Auto Liability

MOVAC-1

OP ID: MC

#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MRA/DD/YYYY) 12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

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NOTEPAD

INSURED'S NAME Mo-Vac Service Co Inc.; Mo-Vac

MOVAC-1 OP ID: MC PAGE 2 Date 12/04/2020

Please note, there have been changes in coverage and limits. This certificate replaces any prior certificate issued.

Excess Policies: Umbrella / Excess Liability policy follows the Additional Insured provisions of the underlying primary policies.

- 1. Carrier RSUI Indemnity Company
  Folicy #NHA090623
  Limit \$5,000,000 xs Primary General and Employers Liability
- Carrier Scion, Lloyds of London Policy #SCT1115220 Limit - \$2,000,000 ms Primary Anto Liability
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