

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS**

**TOWING SERVICES – NON-POLICE CITY OWNED VEHICLES
CITY OF LAREDO FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding of a two-year contract for Towing Services for the Non-Police City Owned Vehicles.

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 or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on April 4, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on April 5, 2024.

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

**Proposal: Towing Services – Non-Police City Owned Vehicles – City of Laredo Fleet Department
FY24-053**

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	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 proposals, and to waive any minor irregularities.

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**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year Towing Services - Non-Police City Owned Vehicles contract for the City of Laredo 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.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx>. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on April 4, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on April 5, 2024.

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

**Proposal: Towing Services - Non-Police City Owned Vehicles - City of Laredo Fleet Department
FY24-053**

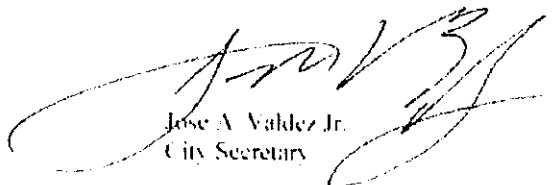
Proposals can be downloaded and submitted through Cit-E-Bid:

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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 proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 11th DAY OF MARCH 2024.


Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

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

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal 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 the Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

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- (c) 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 Vendors expense.
 - (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
 - (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.
- 4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:
- (a) Vendor misstates or conceals any material fact in the proposal.
 - (b) Proposal does not strictly conform to the law or the requirements of the proposal.
 - (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
 - (d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
 - (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
 - (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.
 - (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
 - (h) The City may waive any minor informalities or irregularities in any proposal.
- 5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.
- 6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
- 7.0 CLARIFICATION AND PROTEST PROCEDURE**
- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us
Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
 - (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

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ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III

5512 Thomas Avenue

Laredo, Texas 78041

ecaldape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code.

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

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- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;
- (2) Vendor 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; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business 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 the list, then list prices must appear on the proposal schedule. All invoices shall be mailed to:

Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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 a 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 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 a 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 place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:

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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 before 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. The 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 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, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
 - (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
 - (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.
 - (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout 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 proposal 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 proposal 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)**

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The City of Laredo requires the following forms to be completed as a part of this proposal 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 Proposal 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: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. 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-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify 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 the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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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.

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

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

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Towing Services-Non-Police City Owned Vehicles
Fleet Department**

15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a two (2) year contract from experienced, state licensed and qualified towing services companies to provide consent towing services vehicles both operable and non-operable City Owned Vehicles (COV) "As Needed" basis in accordance with the following specifications, requirements and conditions, including the provision of all labor and equipment and materials, and to perform all required work. The selected Bidders will be required, at a minimum to comply with the terms and conditions set forth in this document and to comply with State of Texas and Federal Towing/ Vehicle Transport guidelines as applicable. 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 or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

All requests for the towing and /or vehicle transport of COV will be at the request of the Fleet Department representative during 8 am to 5 pm or City Representative after hours or holidays.

- 15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, March 28, 2024.

16.0 Definitions

For the purpose of this bid, please consider the following definitions:

- 16.0.1 Light-duty means the towing or transport of motor vehicles (including motorcycles) with a gross weight rating of 10,000 pounds or less; or not longer than twenty feet or wider than seven feet; and
- 16.0.2 Hybrid means the towing or transport of motor vehicles that use an alternate power source to move; and
- 16.0.3 Mediums-duty means the towing or transport of motor vehicles with gross weight rating of more than 10,000 pounds, but less 26,000 pounds; or not longer than forty feet; or not longer than twenty feet but wider than seven feet; and
- 16.0.4 Heavy-duty means the towing or transport of motor vehicles with a gross weight rating that exceeds 26,000 pounds; or any combination of longer than forty feet regardless of width; and

16.1 Pick-up of COV

- 16.1.1 Normal pick-up tows must be made within 2 hours after receipt of order.
- 16.1.2 Expedited pick-up tows require one-hour pick up after receipt of order as identified by City staff.
- 16.1.3 Due to inclement weather and/or terrain, unit may require winch pull to free vehicle prior to towing.
- 16.1.4 Refuse trucks may require tow from breakdown location to disposal site to be emptied and an additional tow to repair facility for servicing. This is considered a double tow service. A charge for each destination would be allowed.

16.1.4.1 City Annex
1102 Bob Bullock
Laredo, TX 78043

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16.1.4.2 Solid Waste Department
HWY 359
Laredo, TX 78043

16.1.4.3 City of Laredo Airport
5210 Bob Bullock
Laredo, TX 78041

16.1.4.4 City Wide Tow Locations

The pick-up and towing of operable and/or non-operable units may be from the vehicle originating Addresses, from other City facilities, or roadside within a 50-mile radius of Laredo City Annex.

16.2 Delivery of COV

16.3 Delivery Sites(s):

Operable and non-operable units are to be delivered to specified locations as identified in the Purchase order. Locations may include: vehicle originating address, auction site, salvage yard, or repair facilities located within a 50 mile radius of Laredo City Annex.

16.4 Transport Method

16.4.1 Hybrid COV required flat bed or roll back truck transport.

16.4.2 Light-duty COV (including motorcycles) requires all wheel drive towing with dolly and no tires contacting ground.

16.4.3 All bidders must state vehicles transportation method utilized to develop the bid pricing. Bid price must be inclusive of towing connection and destination fee.

16.4.4 Towing/ Vehicle transport companies must be familiar with the standards and requirements for towing/ transporting the vehicles identifying in the price schedule to include but not limited to:

16.4.5 Hook up and delivery, Drive Line/ Axle Removal (AS Applicable). In the event a drive line damaged, drive axle may be removed.

16.5 Transport

Transporting of City of Laredo Vehicles One Way and Roundtrip.

17.0 Vendors Requirement

17.1 Bidders must include, with their bid packet, proof of insurance as required in the specifications.

17.2 Vendor is responsible for obtaining and maintaining all licenses and safe operation equipment as required by City of Laredo, Texas Department of Public Safety, as well as being licensed by the Texas Department of Licensing and Regulation (TDLR). Vendor must comply with vehicle Towing and Booting Administrative rules of the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 86.

17.2.1 Bidder must supply a copy of appropriate permit with their bid. The following types of permits are allowable in the State of Texas.

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- 17.2.2 Incident Management (IM) Permit is required for a tow truck used to perform a non-consent tow initiated by a peace officer. IM tow trucks may also perform Private Property and Consent Tows.
- 17.2.3 Private Property (PP) Permit is required for tow truck used to perform a non-consent tow authorized by a parking facility owner. PP tow trucks may also do Consent Tows.
- 17.2.4 Consent Tow (CT) Permit is required for a tow truck used to perform a consent tow authorizing by the owner if the vehicle. CT tow trucks may only do Consent Tows.
- 17.3 Vendor is to insure they have continual operationally ready wreckers, equipment and personnel to adequately service this contract within the required time frame. The sixty (60) minute limit is for tows within City of Laredo. A reasonable time will be established for other tows when the request is made.
- 17.4 At the Vendor's own expense, the Vendor shall take all precautions necessary per state regulations and/or OSHA regulations to protect persons or property against injury or damages occurring as a result of its operation.
- 17.5 Vendor shall provide competent supervisors and workmen.
- 17.6 Vendor will take all necessary precautions to prevent further damage to all items towed. The vendor will be liable for any damage which occurs through negligence or improper handling of the vehicle or item towed.
- 17.7 In the event the vendor finds it necessary to remove a part from a vehicle to insure proper towing, the vendor will properly secure/store the removed part(s) to prevent against loss of parts and/or dust contamination (i.e. driveshaft, u-joints and related components). Upon delivery of the vehicle, the parts will be given to the respective City personnel for re-installation. The vendor is responsible for any parts lost and/or damaged while removing and/or transporting the vehicle.
- 17.8 Unless otherwise specified herein, there shall be no assignment, subletting, or transfer of interest by the vendor for any work covered in conjunction with the contract without the written consent of the City of Laredo Purchasing Agent.
- 17.9 Vendor shall furnish City of Laredo with a telephone number for 24-hour towing/wrecker service. This phone number must be answered by a person who can dispatch a tow truck and give the requesting City personnel an accurate estimated time of arrival (ETA) or schedule towing when immediate service is not being requested.
- 17.10 If, at any time throughout the contract term, the vendor or its employees observe anything whatsoever suspicious or questionable about a vehicle or its contents, the vendor shall immediately notify the person who organized the tow request.
- 17.11 The vendor shall be responsible for any vehicle towed to its facility, as well as adequate safekeeping of the vehicle and the vehicle contents, from the time the vehicle is towed until the time that the vendor no longer has custody of the vehicle.
- 17.12 All vendor personnel shall be of sound reputable character; well-trained and qualified for the jobs they perform. All wrecker operators employed by the vendor shall be duly licensed as required by the State of Texas and shall have such license in their possession at all times when they operate wreckers and other equipment during performance of the work required by this contract.
 - 17.12.1 No trainee or beginning employees may be used without on-site supervision by an experienced and knowledgeable vendor employee.
 - 17.12.2 No person may tow City vehicles if that person has an active criminal arrest warrant.
 - 17.12.3 No person may tow City vehicles if that person has a conviction for any felony, on parole for such felony, or who has been released from custody for such felony within the previous five (5) years.
- 17.13 No drugs or alcohol shall be carried on or in driver's vehicles or used by its employees while performing work in conjunction with this contract.

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- 17.14 All vendor personnel responding to calls shall wear a shirt jacket, or similar article of clothing which identifies the vendor's name as well as the name of the employee.
- 17.15 Vendors must have been in the towing business for a minimum of five (5) years.
- 17.16 Each individual company must meet all of the specifications. Companies will NOT be allowed to join together in order to meet the specifications.

18.0 Equipment

- 18.1 All vendor vehicles used in conjunction with this contract shall be clearly and conspicuously identified, in bold, easy to read lettering, with the vendor's name, telephone number, and assigned vehicle number. Said identification shall be either applied by permanent decals, or painted on each door of the vehicle. City of Laredo prefers that the vendor's vehicles have the same color and paint scheme.
- 18.2 All wreckers (standard/heavy-duty) must be equipped with two-way telecommunications.
- 18.3 All light-duty wreckers will have late model damage-free towing attachments, hydraulic extendible boom, at least 3/8" of cable not less than 100' in length, and safety chains.
- 18.4 All wreckers will have auxiliary taillights to be used on all vehicles when being towed.
- 18.5 All wreckers will have late model beacon assemblies plus flashers. The beacon assembly will have functional brake lights and turn signals installed on the light bar, visible to the rear of the vehicle being towed.
- 18.6 All wreckers are required to have clearance lights, reflectors, mud flaps, and large mirrors.
- 18.7 Company shall maintain at all times the following vehicles and equipment in good working conditions, ready to perform.
 - 18.7.1 Standard and Car Carrier: A minimum of four (4) wreckers, two (2) of which shall be not less than 14,000 pounds gross vehicle weight and two (2) which shall be not less than 10,000 pounds gross vehicle weight, dual rear wheels, equipped with a hydraulic operated winch, winch lines, and a boom rated at not less than 8,000 pound lift capacity and a wheel tilt device rated at not less than 2,500 pounds. A minimum of two (2) tilt bed/roll back dual rear wheel wreckers rated at not less than 14,000 pounds gross vehicle weight.
 - 18.7.2 Tandem Axle Tow Truck: A minimum of two (2) tandem axle (heavy duty) wreckers rated at not less than 54,000 gross vehicle weight (GVWR), equipped with two (2) hydraulic winches and winch lines with a boom rated at not less than 50,000 pounds each and under lift capacity of 50,000 pounds.

19.0 Storage

- 19.1 At all times during the contract period, the vendor shall maintain sufficient and adequate space for storage of certain pulled vehicles. Said storage facility shall comply with all applicable Federal, State, and Local Laws and Regulations, be licensed, and be readily identifiable by signs which additionally comply with all applicable laws and regulations.
- 19.2 The Storage facility shall be paved or graveled, fenced for maximum security, and lighted during hours of darkness in order to afford district visibility to all portions of the facility. Security provisions shall be implemented at the facility to prevent the loss of theft of personal property and vehicle parts.
- 19.3 In some off hour situations, the wrecker company at the direction of the City Representative may store the towed vehicle on their secured storage lot until the vehicle can be delivered to the City of Laredo Storage Facility during the next business day.

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20.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions.

- Equipment Information sheet – Attachment D
- Bid Price Schedule – Attachment E
- Qualifications and References – Attachment A, B, C
- Conflict of Interest Questionnaire
- Non-Collusive Affidavit
- Certificate of Interested Parties (Form 1295)
- Discretionary Contracts Disclosure

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration.

21.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

21.1 Evaluation Criteria:

21.1.1 Qualifications/ References (40 Points) Attachment A, B, C

21.1.1.1 Demonstrated prior experience in providing similar services.

21.1.1.2 Capability to provide responsive service.

21.1.1.3 List of in-state references including the name, address and phone numbers of the persons closely associated with prior services.

21.1.2 Pricing (40 Points): Proposals price for services. Attachment E

21.1.3 Services and Equipment (20 Points) Attachment D

21.1.3.1 Availability of services and equipment.

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- 21.2 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

22.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be **awarded** to the bidder that provides the **best value** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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

In determining the **best value** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Weighted %
I	Qualification and References Attachment A, B, C	40%
II	Pricing Attachment E	40%
III	Services and Equipment Attachment D	20%
	total	100%

Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

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22.1 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.

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.

23.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one (1), additional two (2) 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period.

24.0 Price Adjustment***

During the period of this contract, prices may be increased and decreased. 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. 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 ealdape@ci.laredo.tx.us

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.

25.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

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Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

26.0 Required Format and Contents of Bid Submission

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

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

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27.0 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) Cabello Recovery & Auction Services

Signature

of person authorized to sign bid

Date 3/25/2024

Print Name

CHRISTOPHER CABELLO

of person authorized to sign bid

Title:

OWNER

Business Address: 8654 HWY 359

City, State, Zip Code: LAREDO, TX 78043

Telephone Number: 956-723-2552

Fax Number: 956-539-3677

Contact Person Email Address: ccabello@cabellorecovery.net / cabellodispatch@yahoo.com

Federal Tax ID Number: 20-4044199

Bidders Principal/Corporate Place of Business Address: 8654 Hwy 359 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: 25 YEARS

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

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

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

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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

28.0 Conflict of Interest Disclosure

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

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

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

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

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

1. **Mayor**
 2. **Council Members**
 3. **City Manager**
 4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
 5. **Members of the Planning and Zoning Commission.**
 6. **Members of the Board of Adjustments**
 7. **Members of the Building Standards Board**
 8. **Parks & Leisure Advisory Committee Member,**
 9. **Historic District Land Board Member,**
 10. **Ethics Commission Board Member,**
 11. **The Board of Commissioners of the Laredo Housing Authority**
 12. **The Executive Director of the Laredo Housing Authority**
 13. **Any other City of Laredo decision making board member**
- If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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

Name

Signature

Date

3/25/2024

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.

Cabello Recovery & Auction Services Non Applicable

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity

Date

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29.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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



[Signature]
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 14th day of March 2024.

Ruby Lee Molina
Notary Public

My commission expires:

06/04/2025

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30.0 Discretionary Contracts Disclosure



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 if the City's Ethics Code.

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

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

First CHRISTOPHER M.I. Last CABELLO Suffix

***2. Contract Information.**

a) Contract or Project name(s): TOWING SERVICES-NON-POLICE OWNED VEHICLES
CITY OF LAREDO FLEET DEPARTMENT
FY24-053

b) Originating Department(s): CITY OF LAREDO FLEET DEPARTMENT

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

CHRISTOPHER CABELLO

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

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

☐ Name of partner, parent, or subsidiary business entity(ies):

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***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 by these city officials?

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☒ 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.

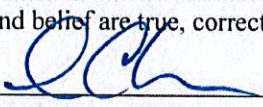
☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

CHRISTOPHER CABELLO

Name (Print)


Signature

OWNER

Title

Cabello Recovery & Auction Services

Company or DBA

3/25/2024

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

31.0 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

31.1 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.

31.2 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. 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1134507

Date Filed:
03/13/2024

Date Acknowledged:

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

CABELLO RECOVERY & AUCTION SERVICES
LAREDO, TX United States

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

CITY OF LAREDO

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

FY24-053 TOWING SERVICES
TOWING

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

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Christopher Cabello, and my date of birth is 7-6-70.

My address is 2915 Robert Frost (street), Laredo (city), Tx (state), 78045 (zip code), Webb (country).

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

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



Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

32.0 Vendors Instructions:

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on April 4, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on April 5, 2024.

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

**Bid: Towing Services – Non- Police City Owned Vehicles – Fleet Department
FY24-053**

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

CITY OF LAREDO
PURCHASING DIVISION

Attachment A

- | DESCRIPTION | CAN YOU MEET
OR EXCEED? |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1. Vendor MUST be properly licensed to transport vehicles within the State of Texas and if required, be registered with the Texas Department of Licensing and Regulations (TDLR). | Yes <u>X</u> No <u> </u> |
| 2. All drivers MUST be a licensed driver in the State of Texas and must meet all requirements that might be required by vendor's insurance company, Texas Department of Public Safety and/or TDLR. | Yes <u>X</u> No <u> </u> |
| 3. Vendor may use drivers, transport trucks, tow trucks or trailers to transport vehicles. Whichever means is used vendor shall be responsible for complying with all Federal, State and Local Laws. Rules and Regulations. | Yes <u>X</u> No <u> </u> |
| 4. Vendor shall take all necessary precautions to prevent damage to any City of Laredo vehicles being transported, regardless of method used to transport. | Yes <u>X</u> No <u> </u> |
| 5. Vendor shall be responsible for all damages to City of Laredo vehicles while in their possession. | Yes <u>X</u> No <u> </u> |
| 6. If drivers are used they SHALL follow and obey all posted traffic signs, warnings and speed limits. City of Laredo vehicles MUST be driven in a safe and professional manner. | Yes <u>X</u> No <u> </u> |
| 7. City of Laredo has two (2) pick-up locations: | |
| a. Pick-Up Location:
City of Laredo Annex Fleet Dept.
1102 Bob Bullock Loop
Laredo, TX 78043
Hours of Operation: 8:00 a.m. to 5:00 p.m.
Monday through Friday | Yes <u>X</u> No <u> </u> |
| b. City of Laredo Airport Property. | Yes <u>X</u> No <u> </u> |

**CITY OF LAREDO
PURCHASING DIVISION**

c. Delivery Location to be determined to Auction site. Yes X No

8. City of Laredo conducts vehicle auctions once or twice each year. Transport of these vehicles is from Item 7 a & b to 7c. Quantities will vary. All vehicles will need to be transported in a one (2) to two (5) day window for each auction. Auctions may be cancelled or others added. Yes X No
A typical auction will have 50 to 100 vehicles. Vendor may choose the most effective method to transport vehicles; however, the price quoted MUST remain the same regardless of method used.

CITY OF LAREDO
PURCHASING DIVISION

Attachment B

List any exceptions to these specifications where "NO" was answered or where you the vendor are unable to comply with the specification as written. Failure on the part of the Bidder to comply with any and all requirements or conditions will be grounds for rejection of the Bidder's bid. No exceptions to or deviations from the specifications contained in this RFP will be considered unless each exception or deviation is specifically stated as part of the bid. Any exception MUST be specifically stated by Bidder as an exception and a detailed statement completely defining exception or exceptions MUST accompany bid.

NON APPLICABLE

CITY OF LAREDO
PURCHASING DIVISION

Attachment C

**Experience, Background, Qualifications, to be submitted
with Respondent's Proposal**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope and identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially mid-sized municipalities.
3. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
4. Please describe how your firm will handle new knowledge and support issues as they arise - both known and unforeseen.

References

Provide three (3) municipality references, that Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: LAREDO POLICE DEPT

Contact Name: OFFICER RAUL D MEDINA

Address: 4700 MAHER City: LAREDO State: TX Zip 78043

Telephone No. 956-795-2800

Email: rmedina1@ci.laredo.tx.us Date and Type of Service(s) Provided: 6 YRS/ ORDINANCE/TOW

Reference No. 2:

Firm/Company Name: WEBB COUNTY SHERIFF DEPARTMENT

Contact Name: SERGEANT POLO MEDELLIN

Address: 902 VICTORIA City: LAREDO State: TX Zip 78040

Telephone No. 956-523-4518

Email: pmedellin@webbcountytx.gov Date and Type of Service(s) Provided: 3YRS/ TOWING

Reference No. 3:

**CITY OF LAREDO
PURCHASING DIVISION**

Firm/Company Name: LAREDO INDEPENDENT SCHOOL DISTRICT

Contact Name: JOSE GAMEZ

Address: 2100 SANTA ISABEL City: LAREDO State: TX Zip 78043

Telephone No. 956-220-2654

Email: jgamez@laredoisd.org Date and Type of Service(s) Provided: 16 YRS AUCTION/TOW

CITY OF LAREDO
PURCHASING DIVISION

Attachment D
EQUIPMENT INFORMATION SHEET

Equipment List: List all vehicles that will be used during for towing City of Laredo vehicles.

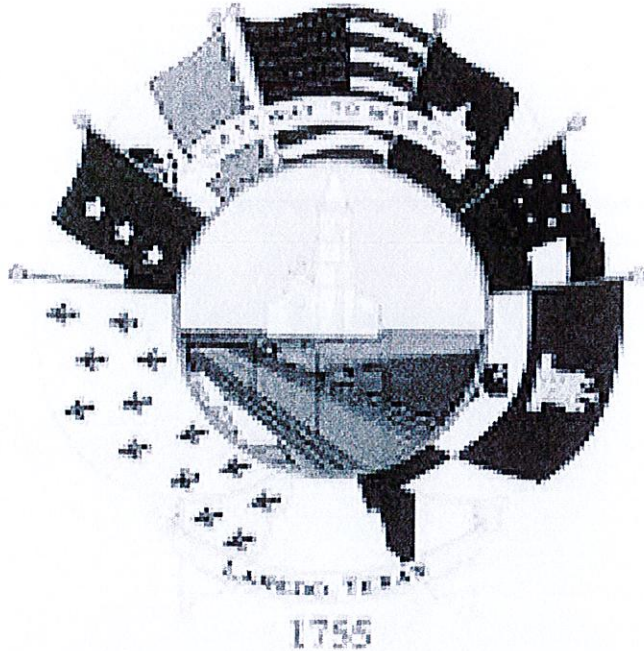
Make	Model	Year	GVW/R	Type: Wrecker, HD Wrecker, Tilt Bed Wrecker, Trailer
FORD	F-450	2016	16,500	WRECKER
DODGE	5500	2017	17,000	WRECKER
FORD	F-550	2020	19,100	WRECKER
FREIGHTLINER	FLATBED	1995	60,000	WRECKER
KENWORTH	T-800	2013	35,900	HEAVY DUTY
FORD	F-450	2022	16,500	WRECKER
KENWORTH	TRACTOR	2017	26,600	TRACTOR
FORD	F-650	2019	16,900	WRECKER

**CITY OF LAREDO
PURCHASING DIVISION**

Bid Price Schedule

Attachment E

Item	Description	Qty	Unit Price	Ext. Price
1	All City-owned light-duty vehicles towed within City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s). Price per Tow.	1	\$60.00	\$60.00
2	Additional mileage outside of the City of Laredo (per loaded mile).	1	\$3.75 per mile	\$3.75 per mile
3	All City-owned Medium and heavy-duty vehicles towed within the City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s). Price per Tow.	1	MEDIUM \$125 HEAVY \$325	MEDIUM \$125 HEAVY \$325
4	Additional mileage outside of the City of Laredo (per loaded mile).	1	\$3.75 per mile	\$3.75 per mile
5	Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for light-duty vehicles.	1 HR	\$30.00	\$30.00
6	Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for heavy-duty vehicles.	1 HR	\$30.00	\$30.00
7	City owned light-duty vehicles storage fees per day, per vehicle.	1	N/C	N/C
8	City owned heavy-duty vehicles storage fees per day, per vehicle.	1	N/C	N/C
9	One Way Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot	1	LIGHT \$50 MEDIUM \$75 HD \$180	LIGHT \$50 MEDIUM \$75 HD \$180
10	Round Trip Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot	1	LIGHT \$50 MEDIUM \$75 HD \$180	LIGHT \$50 MEDIUM \$75 HD \$180
			Total	



FY24-053 - RFP - Towing Services

Non- Police City owned Vehicles - Fleet Department

Issue Date: 3/11/2024

Questions Deadline: 3/28/2024 02:00 PM (CT)

Response Deadline: 4/4/2024 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Ron Miller

Address: Fleet Department

1102 Bob Bullock Loop

Laredo, TX 78043

Phone: (956) 727-6450 x1455

Email: rmiller@ci.laredo.tx.us

Event Information

Number: FY24-053 - RFP - Towing Services
Title: Non- Police City owned Vehicles - Fleet Department
Type: Request For Proposal
Issue Date: 3/11/2024
Question Deadline: 3/28/2024 02:00 PM (CT)
Response Deadline: 4/4/2024 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

CIQ_Form.pdf

Conflict of Interest Form

Form_1295-_Certificate_of_Interested_Parties.pdf

Certificate of Interested Parties

Non-Collusive_Affidavit_Form.pdf

Non-Collusive Affidavit Form

Attachment A.pdf

Attachment A

Attachment B.pdf

Attachment B

Attachment C.pdf

Attachment C

Attachment D.pdf

Attachment D

Attachment E.pdf

Attachment E

FY24-053 Towing Services-Non Police City Owned Vehicles.pdf

FY24-053 Towing Services - Non Police City Owned Vehicles
FY21-039 RFP TOWING SERVICES
CITY OF LAREDO FLEET DEPARTMENT

Bid Attributes

1	Award by Best Value Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> I agree (Required: Check if applicable)
2	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".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid <u>CABELLO RECOVERY & AUCTION SERVICES</u> <u>CHRISTOPHER CABELLO</u> <u>956-723-2552</u> (Required: Maximum 1000 characters allowed)
4	State how long under has the business been in its present business name <u>25 YEARS</u> (Required: Maximum 1000 characters allowed)
5	If applicable, list all other names under which the Business identified above operated in the last five years <u>N/A</u> (Required: Maximum 4000 characters allowed)
6	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.

7 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?

NO

(Required: Maximum 4000 characters allowed)

8 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

(Required: Maximum 4000 characters allowed)

9 State if the Company is a certified minority business enterprise

- ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)
☐ Disadvantaged Business Enterprise (DBE) ☐ Other
☒ This company is not a certified minority business

(Required: Check only one)

10 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 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.

12 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 ☐ No

(Required: Check only one)

13 Disclosure Form

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

14 This is a

☒ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

15 Question 1. Name of person submitting this disclosure form

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

CHRISTOPHER CABELLO

(Required: Maximum 1000 characters allowed)

1 6	Question 2. Contract Information
	Please include the following: a)Contract or Project Name b)Originating Department
	<u>FY24-053 - REP - TOWING SERVICES NON-POLICE CITY OWNED VEHICLES</u>
	<u>CITY OF LAREDO FLEET DEPARTMENT</u>
	<u> </u>

1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)
	Cabello Recovery & Auction Services
(Required: Maximum 4000 characters allowed)	

1 8	<p>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.</p> <p><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business</p> <p><i>(Required: Check only one)</i></p>
--------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 9	<p>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</p> <p>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.</p> <p>N/A</p>

20	Question 5. List any individuals or entities that will be subcontractors on this contract <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business <i>(Required: Check only one)</i>
----	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2
1 **Question 5. List any individuals or entities that will be subcontractors on this contract**

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

N/A

(Optional: Maximum 4000 characters allowed)

2
2 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

2
3 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

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

N/A

(Optional: Maximum 4000 characters allowed)

2
4 **Question 7. Disclosure of political contributions**

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

2
5 **Question 7. Disclosure of political contributions**

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

N/A

(Optional: Maximum 4000 characters allowed)

26	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
27	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input type="checkbox"/> I am aware of conflict of interest <input checked="" type="checkbox"/> I am not aware of any conflict of interest <i>(Required: Check only one)</i>
28	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <hr/> <hr/> N/A <hr/> <hr/> <i>(Optional: Maximum 4000 characters allowed)</i>
29	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section <i>(Required: Check if applicable)</i>
30	Question 10. No Contact 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. <input checked="" type="checkbox"/> I have read and understand this section <i>(Required: Check if applicable)</i>
31	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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised <i>(Required: Check if applicable)</i>

3 2	Question 11. Oath
	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date
	CHRISTOPHER CABELLO, OWNER CABELLO RECOVERY & AUCTION SERVICES
(Required: Maximum 4000 characters allowed)	

3 3	Question 12. Oath
	<p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p> <p>(Required: Check if applicable)</p>

3 4	Terms and Conditions Request for Proposals
	<p>TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.</p> <p>A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.</p> <p>GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:</p> <p>(a) Vendors 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.</p> <p>(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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.</p> <p>(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.</p> <p>1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:</p> <p>(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.</p> <p>(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.</p> <p>(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.</p> <p>(d) Proposed delivery time must be shown and shall include business days.</p> <p>(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.</p> <p>2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening.</p>

Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) 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 Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

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

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

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

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

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

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us. Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an 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 interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through

the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor 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; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

☒ I Agree to the Terms and Conditions

(Required: Check if applicable)

3 5	Insurance Terms and Conditions
	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.</p> <p>(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:</p> <ol style="list-style-type: none"> 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. <p>(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:</p> <ol style="list-style-type: none"> 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. <p>(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.</p> <p>(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.</p> <p>(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.</p> <p>(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.</p> <p><input checked="" type="checkbox"/> I agree my insurance meets minumum requirements <i>(Required: Check if applicable)</i></p>

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Disqualification & Debarment Certification

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

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

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

☒ I certify to the terms and conditions

(Required: Check if applicable)

Contract Requirements

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

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

☒ I have read and understand this section
(Required: Check if applicable)

3 8	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section <i>(Required: Check if applicable)</i>
3 9	Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
4 0	Qualifications & References Qualifications and References Attachments A,B,C *****Documentation shall be uploaded onto Cit-E-Bid***** <input checked="" type="checkbox"/> Yes <i>(Required: Check if applicable)</i>
4 1	Services & Equipment Services & Equipment Attachments D *****Documentation shall be uploaded onto Cit-E-Bid***** <input checked="" type="checkbox"/> Yes <i>(Required: Check if applicable)</i>

Bid Lines

1	Package Header <hr/> <p>The City of Laredo invites interested parties to submit proposals subject to the terms and conditions and other contract provisions, for awarding a contract for Towing Services for the Non-Police City Owned Vehicles.</p> <p>Requires Submittal Forms:</p> <p>The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor(s). You are asked to respond to the following questions and provide concise responses to these questions.</p> <p>Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration.</p> <p>Evaluation Criteria:</p> <p>The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If</p>
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the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

Evaluation criteria:

Qualifications/ References (40 Points) - Attachment A, B, C

- Demonstrated prior experience in providing similar services
- Capability to provide responsive service.
- List of in-state references including the name, address and phone numbers of the persons closely associated with prior services

Pricing (40 Points) - Attachment E:

- Proposals price for services.

Services and Equipment (20 Points) - Attachment D

- Availability of services and equipment

Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be awarded to the bidder that provides the **best value** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the **best value** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Qualifications/ References (40%)

Pricing (40%)

Services and Equipment (20%)

Total (100%)

Term of Contract:

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one (1), additional two (2) 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Price Adjustment:

During the period of this contract, prices may be increased and decreased. 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. 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 ealdape@ci.laredo.tx.us

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.

Total: \$

Item Notes:

Supplier Notes: N/A

☐ Additional notes
(Attach separate sheet)

Package Attributes

1. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor MUST be properly licensed to transport vehicles within the State of Texas and if required, be registered with the Texas Department of Licensing and Regulations (TDLR).

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

2. Transporting of City of Laredo Vehicles One Way and Roundtrip

All drivers MUST be a licensed driver in the State of Texas and must meet all requirements that might be required by vendor's insurance company, Texas Department of Public Safety and/or TDLR.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

3. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor may use drivers, transport trucks, tow trucks or trailers to transport vehicles. Whichever means is used vendor shall be responsible for complying with all Federal, State and Local Laws. Rules and Regulations.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

4. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor shall take all necessary precautions to prevent damage to any City of Laredo vehicles being transported, regardless of method used to transport.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

5. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor shall be responsible for all damages to City of Laredo vehicles while in their possession.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

6. Transporting of City of Laredo Vehicles One Way and Roundtrip

If drivers are used they SHALL follow and obey all posted traffic signs, warnings and speed limits. City of Laredo vehicles MUST be driven in a safe and professional manner.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

7. Transporting of City of Laredo Vehicles One Way and Roundtrip

City of Laredo has two (2) pick-up locations:

- a. Pick-Up Location
City of Laredo Annex Fleet Dept.
1102 Bob Bullock Loop
Laredo, TX 78043
Hours of Operation: 8:00 a.m. to 5:00 p.m. Monday through Friday
- b. City of Laredo Airport Property
- c. Delivery Location to be determined to Auction site

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

8. Transporting of City of Laredo Vehicles One Way and Roundtrip

City of Laredo conducts vehicle auctions once or twice each year. Transport of these vehicles is from Item 7 a & b to 7c. Quantities will vary. All vehicles will need to be transported in a one (2) to two (5) day window for each auction. Auctions may be cancelled or others added. A typical auction will have 50 to 100 vehicles. Vendor may choose the most effective method to transport vehicles; however, the price quoted MUST remain the same regardless of method used.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

9. List any exceptions

List any exceptions to these specifications where "NO" was answered or where you the vendor are unable to comply with the specification as written. Failure on the part of the Bidder to comply with any and all requirements or conditions will be grounds for rejection of the Bidder's bid. No exceptions to or deviations from the specifications contained in this RFP will be considered unless each exception or deviation is specifically stated as part of the bid. Any exception MUST be specifically stated by Bidder as an exception and a detailed statement completely defining exception or exceptions MUST accompany bid.

N/A

(Optional: Maximum 4000 characters allowed)

10. Experience, Background, Qualifications

Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope and identify associated results or impacts of the project/work performed.

I HAVE BEEN IN THE TOWING BUSINESS FOR OVER TWENTY YEARS. I DO TOWING SERVICES FOR DEA, LPD, BORDER PATROL, SHERIFF DEPT, CUSTOMS. MY EXPERIENCE IS EXTENSIVE

(Required: Maximum 4000 characters allowed)

11. Experience, Background, Qualifications

Describe Respondent's specific experience with public entities clients, especially mid-sized municipalities.

AS MENTIONED ABOVE I WORK WITH MANY MUNICIPALITIES, AS WELL AS, PRIVATE INDIVIDUALS

(Required: Maximum 4000 characters allowed)

12. Experience, Background, Qualifications

Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

MY COMPANY HAS WORKED VERY CLOSELY WITH THE CITY OF LAREDO FOR OVER 20 YEARS MY EXPERIENCE IN THE TOWING DEPARTMENT ALLOWS ME THE OPPORTUNITY TO PROVIDE SERVICES NEEDED IN A TIMELY AND EFFICIENT MANNER.

(Required: Maximum 4000 characters allowed)

13. Experience, Background, Qualifications

Please describe how your firm will handle new knowledge and support issues as they arise - both known and unforeseen.

OPEN LINES OF COMMUNICATION BETWEEN CITY REPRESENTATIVES AND MY COMPANY

(Required: Maximum 4000 characters allowed)

14. References #1

Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Firm/Company Name: LAREDO POLICE DEPT

Contact Name: OFFICER R D MEDINA

Address, City, State, Zip code LAREDO, TX 78043

Telephone 956-795-2800

Email rmedina1@ci.laredo.tx.us

Date and Type of Service(s) Provided

7 years ORDINANCE/TOWING

(Required: Maximum 1000 characters allowed)

15. References #2

Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Firm/Company Name: WEBB COUNTY SHERIFF DEPT

Contact Name: SERGEANT POLO MEDELLIN

Address, City, State, Zip code LAREDO, TX 78040

Telephone 956-523-4518

Email pmedellin@webbcountytx.gov

Date and Type of Service(s) Provided

4 yrs TOWING SERVICES

(Required: Maximum 1000 characters allowed)

Package Items

1.1 Pricing Attachment E (40 Points)

All City-owned light-duty vehicles towed within City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s).

Price per Tow.
(Response required)

Quantity: 1 UOM: EA Price: \$60.00 Total: \$60.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.2 Additional mileage outside of the City of Laredo (per loaded mile).

(Response required)

Quantity: 1 UOM: EA Price: \$3.75 Total: \$3.75

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.3 All City-owned Medium and heavy-duty vehicles towed within the City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s).

Price per Tow.
(Response required)

Quantity: 1 UOM: EA Price: \$125.00/\$325.00 Total: \$125.00/\$325.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.4 Additional mileage outside of the City of Laredo (per loaded mile).

(Response required)

Quantity: 1 UOM: EA Price: \$3.75 Total: \$3.75

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.5 Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for light-duty vehicles.

(Response required)

Quantity: 1 UOM: EA Price: \$30.00 Total: \$30.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.6 Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for heavy-duty vehicles.

(Response required)

Quantity: 1 UOM: EA Price: \$30.00 Total: \$30.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.7 City owned light-duty vehicles storage fees per day, per vehicle.
(Response required)

Quantity: 1 UOM: EA Price: \$0.00 Total: \$0.00
Supplier Notes: _____
☐ Additional notes
(Attach separate sheet)

1.8 City owned heavy-duty vehicles storage fees per day, per vehicle.
(Response required)

Quantity: 1 UOM: EA Price: \$0.00 Total: \$0.00
Supplier Notes: _____
☐ Additional notes
(Attach separate sheet)

1.9 One Way Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot
(Response required)

Quantity: 1 UOM: EA Price: \$50.00/\$75/\$180 Total: \$50.00/\$75/\$180
Supplier Notes: LIGHT DUTY \$50 / MEDIUM \$75 / HD \$180
☐ Additional notes
(Attach separate sheet)

1.10 Round Trip Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot
(Response required)

Quantity: 1 UOM: EA Price: \$50.00/\$75/\$180 Total: \$50.00/\$75/\$180
Supplier Notes: LIGHT DUTY \$50 / MEDIUM \$75 / HD \$180
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: CABELLO RECOVERY & AUCTION SERVICES

Contact Name: CHRISTOPHER CABELLO

Address: 8654 Hwy 359 Laredo, Tx 78043

Phone: 956-723-2552

Fax: 956-539-3677

Email: ccabello@cabellorecovery.net

Supplier Notes

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

CHRISTOPHER CABELLO

Print Name


Signature