



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

July 9, 2024

Mr. Hector Cabello  
Cabello Recovery & Auction Services  
8654 Highway 359  
Laredo, Texas 78043


Re: Professional Auctioneering Services  
Contract FY21-076  
Extension III

Dear Mr. Cabello,

This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the last extension period for this contract. Please advise if you wish to renew this contract.

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

Sincerely,

  
Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

|  |                                       |
|--|---------------------------------------|
| <u>Cabello Recovery &amp; Auction Services</u> |                                       |
| Request a contract extension:                  | <input checked="" type="checkbox"/> X |
| Not request a contract extension: _____        |                                       |
| Authorized Signature:                          | CHRISTOPHER CABELLO                   |
| Print Name:                                    | c cabello                             |
| Date:  | 7/11/24                               |

|   |       |
|---|-------|
| CHANGES TO TOW RATES ONLY                   |       |
| LIGHT DUTY VEHICLES LESS THAN 19,500 LBS    | \$50  |
| HEAVY DUTY VEHICLES LESS THAN 33,500 LBS    | \$90  |
| HEAVY DUTY VEHICLES LESS THAN 64,000 LBS    | \$175 |
| HEAVY DUTY VEHICLES GREATER THAN 64,001 LBS | \$225 |

INCREASE DUE TO INFLATION





**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

August 8, 2023

Mr. Hector Cabello  
Cabello Recovery & Auction Services  
8654 Highway 359  
Laredo, Texas 78043

Re: Professional Auctioneering Services  
Contract FY21-076  
Extension II

Dear Mr. Cabello,

This is to inform you that contract renewal for FY21-076 was approved by the City Council on August 7, 2023. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the second of three extension periods.

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

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



**City Council-Regular**

**Meeting Date:** 08/07/2023

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

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

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**SUBJECT**

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one (1) additional one (1) year extension period, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 8/15/22.

**BACKGROUND**

This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There was no price increase during the last extension period. This is the second of three extension periods.



Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

5.60% if the City opts to hold the auction on city property;

13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Pricing Summary:

| Description  | Cabello Wrecker & Auction Service |
|--|-----------------------------------|
| Surplus Property   | 7%                                |
| Cars, Light Duty Trucks  | 4.9%                              |
| Heavy Duty Trucks  | 4.9%                              |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)                                | \$ 25.00                          |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.)                             | \$ 30.00                          |
| Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.)                             | \$ 30.00                          |
| Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.) | \$ 60.00                          |



|  |          |
|--|----------|
| Flat Transport Fees (Non Road Worth)<br>(greater than 33,501 lbs. but less than<br>64,000 lb.) | \$125.00 |
| Flat Transport Fees (Non Road Worth)<br>(greater than 64,001 lb.)                              | \$125.00 |
| Decal and Insignia Removal per vehicle or<br>equipment   | \$ 10.00 |
| Cost per diem to store each vehicle  | \$ 0.00  |
| Minor Detailing: exterior wash and interior<br>vacuum  | \$ 0.00  |

### **COMMITTEE RECOMMENDATION**

None.

### **STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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### **Fiscal Impact**

**Fiscal Year:** 2023  
**Budgeted Y/N?:** NA  
**Source of Funds:** NA  
**Account #:** N

**Change Order: Exceeds 25% Y/N:**

### **FINANCIAL IMPACT:**

All net revenues from these public sales will be realized in the respective departmental budgets.

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### **Attachments**

Bid Tab FY21-076  
Contract FY21-076

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

July 20, 2023

Mr. Hector Cabello  
Cabello Recovery & Auction Services  
8654 Highway 359  
Laredo, Texas 78043

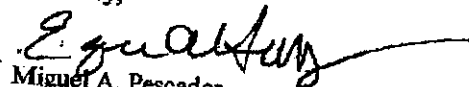
Re: Professional Auctioneering Services  
Contract FY21-076  
Extension II

Dear Mr. Cabello,


This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the second of three (one) year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,

  
Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

|   |  |
|---|--|
| <u>Cabello Recovery &amp; Auction Services</u>  |  |
| Request a contract extension: <input checked="" type="checkbox"/>   | Not request a contract extension: <input type="checkbox"/> |
| Authorized Signature:  |  |
| Print Name: <u>Christopher Cabello</u>  |  |
| Date: <u>7-20-2023</u>  |  |

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





**City of Laredo  
Purchasing Division**

**LETTER OF AWARD**

August 16, 2022

Mr. Hector Cabello  
Cabello Recovery & Auction Services  
8654 Highway 359  
Laredo, Texas 78043

Re: Professional Auctioneering Services  
Contract FY21-076  
Extension I

Dear Mr. Cabello,

This is to inform you that contract renewal for FY21-076 was approved by the City Council on August 15, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the first of three extension periods.

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

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



**City Council-Regular**

**Meeting Date:** 08/15/2022

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

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

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**SUBJECT**

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 8/2/21.

**BACKGROUND**



This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There was no price increase during the last extension period. This is the first of three extension periods.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

**Pricing Summary:**

| Description  | Cabello Wrecker & Auction Service |
|--|-----------------------------------|
| Surplus Property   | 7%                                |
| Cars, Light Duty Trucks                                      | 4.9%                              |
| Heavy Duty Trucks  | 4.9%                              |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)    | \$ 25.00                          |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.) | \$ 30.00                          |



|  |          |
|--|----------|
| Flat Transport Fees (Non Road Worth)<br>(less than 19,500 lbs.)                                | \$ 30.00 |
| Flat Transport Fees (Non Road Worth)<br>(greater than 19,501 lbs. but less than<br>33,500 lb.) | \$ 60.00 |
| Flat Transport Fees (Non Road Worth)<br>(greater than 33,501 lbs. but less than<br>64,000 lb.) | \$125.00 |
| Flat Transport Fees (Non Road Worth)<br>(greater than 64,001 lb.)                              | \$125.00 |
| Decal and Insignia Removal per vehicle or<br>equipment   | \$ 10.00 |
| Cost per diem to store each vehicle  | \$ 0.00  |
| Minor Detailing: exterior wash and interior<br>vacuum  | \$ 0.00  |

#### **COMMITTEE RECOMMENDATION**

None.

#### **STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

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#### **Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** NA  
**Source of Funds:** NA  
**Account #:** N

**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

All net revenues from these public sales will be realized in the respective departmental budgets.

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#### **Attachments**

Bid Tab FY21-076  
FY21-076 Contract

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

July 21, 2022

Mr. Hector Cabello  
Cabello Recovery & Auction Services  
8654 Highway 359  
Laredo, Texas 78043


Re: Professional Auctioneering Services  
Contract FY21-076  
Extension I

Dear Mr. Cabello,

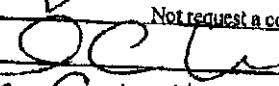
This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This contract has three additional one-year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,

  
Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

|   |  |
|---|--|
| <u>Cabello Recovery &amp; Auction Services</u>  |  |
| Request a contract extension: <input checked="" type="checkbox"/>   | Not request a contract extension: <input type="checkbox"/> |
| Authorized Signature:  |  |
| Print Name: <u>Chris Cabello</u>  |  |
| Date: <u>7-21-2022</u>  |  |

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





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

August 3, 2021

Mr. Hector Cabello  
Cabello Recovery & Auction Services  
8654 Highway 359  
Laredo, Texas 78043

Re: Professional Auctioneering Services  
Contract FY21-076  
Approved by City Council on August 2, 2021

Dear Mr. Cabello,

This is to inform you that contract FY21-076 was approved by the City Council on August 2, 2021. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This contract has three additional one-year extension periods.

**Statutory Requirement to File Form 1295:**

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAO\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAO_Form1295.html). You scan and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



**City Council**

**Meeting Date:** 08/02/2021

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

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

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**SUBJECT**

Consideration to award annual service contract FY21-076 to Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

-- Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**



The City received three (3) bids through Cit-E-Bid for auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. Based on previous auction sales, the estimated gross revenue will be between \$300,000 to \$450,000.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendors location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Evaluation Scores:

| Vendor                            | Final Evaluation Scores |
|-----------------------------------|-------------------------|
| Cabello Wrecker & Auction Service | 91.70                   |
| Bond & Bond Auctioneers           | 86.70                   |
| AMT Auctioneering Services        | 82.00                   |

Pricing Summary:

Best & Final Offers requested from Cabello Wrecker & Auction Service and AMT Auction Marketing.

| Description | Cabello Wrecker & Auction Service | AMT Auction Marketing | Bond & Bond Auctioneers |
|-------------|-----------------------------------|-----------------------|-------------------------|
|-------------|-----------------------------------|-----------------------|-------------------------|



|  |          |                   |          |
|--|----------|-------------------|----------|
| Surplus Property   | 7%       | 12.5%             | 5%       |
| Cars, Light Duty Trucks  | 4.9%     | 10.5%             | 5%       |
| Heavy Duty Trucks  | 4.9%     | 8.5%              | 5%       |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.)                                | \$ 25.00 | Fair Market Value | \$ 25.00 |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.)                             | \$ 30.00 | \$ 140.00         | \$ 25.00 |
| Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.)                             | \$ 30.00 |                   | \$ 50.00 |
| Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.) | \$ 60.00 | Fair Market Value | \$150.00 |
| Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.) | \$125.00 | Fair Market Value | \$300.00 |
| Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.)                           | \$125.00 | Fair Market Value | \$450.00 |
| Decal and Insignia Removal per vehicle or equipment                                      | \$ 10.00 | \$115.00          | \$ 0.00  |
| Cost per diem to store each vehicle  | \$ 0.00  | \$ 0.00           | \$ 0.00  |
| Minor Detailing: exterior wash and interior vacuum                                       | \$ 0.00  | \$15.00           | \$ 0.00  |

#### **COMMITTEE RECOMMENDATION**

None.

#### **STAFF RECOMMENDATION**

It is recommended that this contract be awarded.

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#### **Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**



All net revenues from these public sales will be realized in the respective departmental budgets.

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**Attachments**

Bid Tab FY21-076

FY21-076 Evaluations

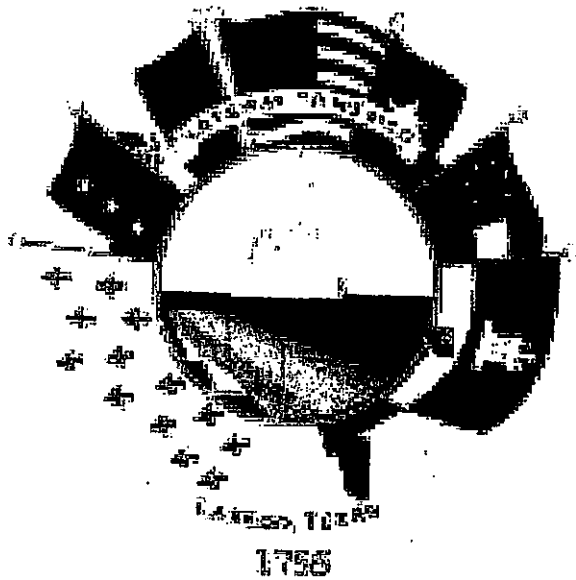
FY21-076 Final Evaluation

FY21-076 Contract

FY21-076 Best & Final Offers

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**RFP FY21-076 Auctioneering Services**  
**Cabello Wrecker Service**  
**Cabello Wrecker & Auction Service, Inc**  
**Supplier Response**

**Event Information**

Number: RFP FY21-076 Auctioneering Services  
Title: RFP FY21-076 Auctioneering Services - Fleet Department  
Type: Request For Proposal  
Issue Date: 6/2/2021  
Deadline: 6/22/2021 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

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

1. Please make sure that the proposal is in a sealed envelope marked with

the following:



•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

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

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

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

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III

Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us



## Cabello Wrecker Service Information

Contact: Christopher Cabello  
Address: 2601 Guadalupe St  
Laredo  
Laredo, TX 78043  
Phone: (956) 723-2552  
Fax: (956) 723-6009  
Email: cabellodispatch@yahoo.com  
Web Address: cabellowrecker.com

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

Tiffany L. Franklin on behalf of Cabello Recovery &  
Auctioneering Services

cabellodispatch@yahoo.com

Signature

Email

Submitted at 6/21/2021 12:00:00 PM

## Supplier Note

For over 25 years I worked very closely with Cabco Auctioneering. I would assist in organizing and auctioneering under that company. I have also enclosed copies from the appraisal district showing that we are located on city property and pay city taxes. All taxes due are current.

## Response Attachments

fy21-076 rfp response cabello recovery auctioneering.pdf

Manual response from Cabello Recovery & Auctioneering Services for RFP FY21-076

## Bid Attributes

|   |   |
|---|---|
| 1 | <b>Questionnaire Description</b><br>"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct." |
| 2 | <b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b><br>Cabello Recovery & Auction Services; Christopher Cabello; (956) 539-2484  |
| 3 | <b>State how long under has the business been in its present business name</b><br>1 year  |
| 4 | <b>If applicable, list all other names under which the Business identified above operated in the last five years</b><br>Cabello Recovery  |



|           |  |
|-----------|--|
| <b>5</b>  | <p><b>State if the Company is a certified minority business enterprise</b></p> <p>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.</p>  |
| <b>6</b>  | <p><b>Questions Part 1</b></p> <p>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?</p> <p>NONE</p>   |
| <b>7</b>  | <p><b>Questions Part 2</b></p> <p>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?</p> <p>NONE</p>   |
| <b>8</b>  | <p><b>State if the Company is a certified minority business enterprise</b></p> <p>This company is not a certified minority business</p>  |
| <b>9</b>  | <p><b>Conflict of Interest Disclosure</b></p> <p>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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict/forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict/forms.htm</a>. 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 &amp; 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.</p> |
| <b>10</b> | <p><b>Conflict of Interest Questionnaire Form CIQ</b></p> <p>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.</p>   |



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| 1<br>1 | <b>Conflict of Interest Questionnaire</b><br>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?<br><input type="text" value="Yes"/>  |
| 1<br>2 | <b>Disclosure Form</b><br>For details on use of this form, see Section 4.01 of the City's Ethics Code.  |
| 1<br>3 | <b>This is a</b><br><input type="text" value="New Submission"/>   |
| 1<br>4 | <b>Question 1. Name of person submitting this disclosure form</b><br>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)<br><input type="text" value="Christopher Cabello"/>  |
| 1<br>5 | <b>Question 2. Contract Information</b><br>Please include the following: a) Contract or Project Name b) Originating Department<br><input type="text" value="Auctioneering Services - Fleet Dept. FY21-076"/>  |
| 1<br>6 | <b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b><br><input type="text" value="Cabello Recovery &amp; Auction Services Christopher Cabello"/>   |
| 1<br>7 | <b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b><br><input type="text" value="Not Applicable"/>  |
| 1<br>8 | <b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b><br>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.<br><input type="text" value="N/A"/> |
| 1<br>9 | <b>Question 5. List any individuals or entities that will be subcontractors on this contract</b><br><input type="text" value="Not Applicable"/>   |
| 2<br>0 | <b>Question 5. List any individuals or entities that will be subcontractors on this contract</b><br>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.<br><input type="text" value="No response"/>   |
| 2<br>1 | <b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b><br><input type="text" value="Not Applicable"/>  |



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



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| <b>29</b> | <p><b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b></p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p> |
| <b>30</b> | <p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>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.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)</p>   |
| <b>31</b> | <p><b>Question 11. Oath</b></p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Christopher Cabello<br/>Owner and Auctioneer<br/>Cabello Recovery &amp; Auction Services<br/>June 16, 2021</p> </div>   |
| <b>32</b> | <p><b>Question 12. Oath</b></p> <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 (I swear or affirm information is correct)</p>   |
| <b>33</b> | <p><b>Ordinance 2018-O-175</b></p> <p>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.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <p>Agree</p> </div>  |
| <b>34</b> | <p><b>Contractors Profile &amp; Qualifications</b></p> <p><b>Qualifications and Experience (40 Points).</b> Governmental Experience &amp; Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.</p> <p>Auctioneer's licensed to conduct auctions in the State of Texas.<br/>Number of years in service.<br/>Main office location.<br/>Phone#.<br/>License Number#.<br/>Proposed Auction location site (vehicle and equipment auction).</p> <p><b>(Documentation Shall be uploaded onto Cit-E-Bid)</b></p> <p><input checked="" type="checkbox"/> Yes (Yes )</p>   |



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| <b>3</b><br><b>5</b> | <b>Experience, References, Prior Repairs History or Contracts</b><br>References- Three (3) (Please provide agency name, contract name, address, phone number and email.<br><b>(20 Points)</b><br><br><b>(Documentation Shall be uploaded onto Cit-E-Bid)</b><br><br><input checked="" type="checkbox"/> Yes (Yes ) |
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| <b>3</b><br><b>6</b> | <b>Completion of Repairs</b><br>Ability to provide additional services beyond the minimum specifications <b>(10 Points)</b><br><br><b>(Documentation Shall be uploaded onto Cit-E-Bid)</b><br><br><input checked="" type="checkbox"/> Yes (Yes ) |
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| <b>3</b><br><b>7</b> | <b>Terms and Conditions Request for Proposals</b><br><b>TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS</b> 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.<br>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.<br><br><b>GENERAL CONDITIONS</b> 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.<br><b>1.0 PREPARATION OF PROPOSALS</b> Proposals will be prepared in accordance with the following:<br>(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. (b) Unit prices shall be shown and where there is an error in 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.<br><b>2.0 DESCRIPTION OF SPECIFICATIONS &amp; SUBSTITUTIONS</b> 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. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.<br><b>3.0 SUBMISSION OF HAND DELIVERED PROPOSALS</b> (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, |
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City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@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. 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 to 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. 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.

**11.0 PAYMENT & INVOICING** (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, 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](mailto:jjolly@ci.laredo.tx.us) For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (958) 791-7425.

☒ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

## Bld Lines

### 1 Package Header

**Rates and Expenses (30 Points):** Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

Quantity: 1 UOM: PKG Total: \$465.00

Item Notes:

### Package Items

#### 1.1 Surplus Property

Quantity: 1 UOM: Percentage on Net Sales Total: 20%

#### 1.2 Cars & Light Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total: 15%



**1.3 Heavy Duty Trucks**Quantity: 1 UOM: Percentage on Net SalesTotal: 15%**1.4 Flat Transportation Fee (Road Worthy)**

Cars &amp; Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: FeePrice: \$30.00Total: \$30.00Supplier Notes: \$30 per vehicle**1.5 Flat Transportation Fee (Road Worthy)**

Cars &amp; Light Duty Trucks greater than 19,500 lbs.

Quantity: 1 UOM: FeePrice: \$30.00Total: \$30.00Supplier Notes: \$30 per vehicle**1.6 Flat Transportation Fee (Non-Road Worthy)**

Cars &amp; Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: FeePrice: \$30.00Total: \$30.00Supplier Notes: \$30 per vehicle**1.7 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks &amp; Equipment greater than \$19,501 lb. but less than 33,500 lb.

Quantity: 1 UOM: FeePrice: \$60.00Total: \$60.00Supplier Notes: \$60 per vehicle**1.8 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks &amp; Equipment greater than \$33,501 lb. but less than 64,000 lb.

Quantity: 1 UOM: FeePrice: \$150.00Total: \$150.00Supplier Notes: \$150 per vehicle**1.9 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks &amp; Equipment greater than 64,001 lb.

Quantity: 1 UOM: FeePrice: \$150.00Total: \$150.00Supplier Notes: \$150 per vehicle



**1.10 Decal and Insignia Removal per vehicle or equipment**

Quantity: 1 UOM: Fee Price: \$15.00 Total: \$15.00

Supplier Notes: \$15 per vehicle

**1.11 Cost per diem to store each vehicle.**

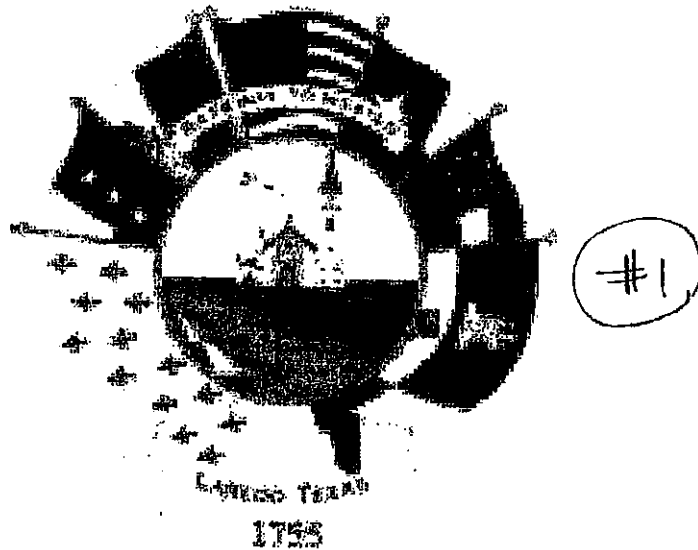
Quantity: 1 UOM: Fee Price: \$0.00 Total: \$0.00

**1.12 Minor detailing: exterior wash and interior vacuum.**

Quantity: 1 UOM: Fee Price: \$0.00 Total: \$0.00

**Response Total: \$465.00**





## **RFP FY21-076 Auctioneering Services**

### **RFP FY21-076 Auctioneering Services - Fleet Department**

Issue Date: 8/2/2021

Questions Deadline: 6/10/2021 02:00 PM (CT)

Response Deadline: 6/22/2021 05:00 PM (CT)

City of Laredo Purchasing

### **Contact Information**

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



## Event Information

Number: RFP FY21-076 Auctioneering Services  
Title: RFP FY21-076 Auctioneering Services - Fleet Department  
Type: Request For Proposal  
Issue Date: 6/2/2021  
Question Deadline: 6/10/2021 02:00 PM (CT)  
Response Deadline: 6/22/2021 05:00 PM (CT)  
Notes:

### MANUAL BID DROP-OFF PROCEDURES

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

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

Name of Proposal

Name of Company submitting Proposal

Address of Company submitting Proposal

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

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

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

City Secretary's Office

## 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

RFP FY21-076 Auctioneering Services.pdf

Download

RFP FY21-076 Auctioneering Services

## Bid Attributes

|   |   |
|---|---|
| 1 | <b>Questionnaire Description</b><br>"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct". |
| 2 | <b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b><br>Cabellio Recovery & Auction Services<br>Christopher Cabellio (856) 539-2494<br>(Required: Maximum 1000 characters allowed)  |
| 3 | <b>State how long under has the business been in its present business name</b><br>1 year<br>(Required: Maximum 1000 characters allowed)   |
| 4 | <b>If applicable, list all other names under which the Business identified above operated in the last five years</b><br>Cabellio Recovery<br>(Required: Maximum 4000 characters allowed)  |
| 5 | <b>State If the Company is a certified minority business enterprise</b><br>The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.  |



**6 Questions Part 1**

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

NONE

(Required: Maximum 4000 characters allowed)

**7 Questions Part 2**

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

NONE

(Required: Maximum 4000 characters allowed)

**8 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)



**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict/forms.htm>. 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 956-784-1731.

**Conflict of Interest Questionnaire Form CIQ**

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

**Conflict of Interest Questionnaire**

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

☒ Yes ☐ No

(Required: Check only one)

**Disclosure Form**

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

**This is a**

☒ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

**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)



|                      |   |
|----------------------|---|
| <b>1</b><br><b>5</b> | <b>Question 2. Contract Information</b><br>Please include the following: a)Contract or Project Name b)Originating Department<br><hr/> Auctioneering Services - Fleet Department<br>FY 21-076<br><hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>   |
| <b>1</b><br><b>6</b> | <b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b><br><hr/> Cabello Recovery & Auction Services<br>Christopher Cabello<br><hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>  |
| <b>1</b><br><b>7</b> | <b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b><br><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business<br><p><i>(Required: Check only one)</i></p>  |
| <b>1</b><br><b>8</b> | <b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b><br>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.<br><hr/> <hr/> <hr/> N/A<br><hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p> |
| <b>1</b><br><b>9</b> | <b>Question 5. List any individuals or entities that will be subcontractors on this contract</b><br><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business<br><p><i>(Required: Check only one)</i></p>   |



**2**  
**0** **Question 5. List any individuals or entities that will be subcontractors on this contract**  
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

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(Optional: Maximum 4000 characters allowed)

**2**  
**1** **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**  
**2** **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**  
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

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(Optional: Maximum 4000 characters allowed)

**2**  
**3** **Question 7. Disclosure of political contributions**  
List any campaign or officialholder 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/officer 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**  
**4** **Question 7. Disclosure of political contributions**  
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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(Optional: Maximum 4000 characters allowed)



|                       |  |
|-----------------------|--|
| <b>2</b><br><b>5</b>  | <b>Updates on contributions required</b><br>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.   |
| <b>2</b><br><b>6</b>  | <b>Question 8. Disclosure of Conflict of Interest</b><br>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?<br><input type="checkbox"/> I am aware of conflict of interest <input checked="" type="checkbox"/> I am not aware of any conflict of interest<br><i>(Required: Check only one)</i>   |
| <b>2</b><br><b>7</b>  | <b>8. Disclosure of Conflict of Interest</b><br>If you selected I am aware of conflict of interest in question 8, please list them in this section.<br><br><div style="border: 1px solid black; padding: 2px; min-height: 40px;">           N/A         </div><br><i>(Optional: Maximum 4000 characters allowed)</i>   |
| <b>2</b><br><b>8</b>  | <b>Question 9. Updates Required</b><br>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.<br><input checked="" type="checkbox"/> I have read and understand this section<br><i>(Required: Check if applicable)</i>   |
| <b>2</b><br><b>9</b>  | <b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b><br>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.<br><input checked="" type="checkbox"/> I have read and understand this section<br><i>(Required: Check if applicable)</i> |
| <b>2</b><br><b>10</b> | <b>Question 11. Conflict of Interest Questionnaire (CIQ)</b><br>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.<br><input checked="" type="checkbox"/> I have acknowledge that I have been advised<br><i>(Required: Check if applicable)</i>   |



**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 and Auctioneer  
 Cabello Recovery & Auction Services  
 June 16, 2021  
 (Required: Maximum 4000 characters allowed)

**Question 12. Oath**  
 I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  
☒ I swear or affirm information is correct  
 (Required: Check if applicable)

**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.

Agree

(Optional: Maximum 1000 characters allowed)

**Contractors Profile & Qualifications**

**Qualifications and Experience (40 Points).** Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.

Auctioneer's licensed to conduct auctions in the State of Texas.  
 Number of years in service.  
 Main office location.  
 Phone#.  
 License Number#.  
 Proposed Auction location site (vehicle and equipment auction).

(Documentation Shall be uploaded onto Cit-E-Bid)

☒ Yes  
 (Required: Check if applicable)



**3.6 Experience, References, Prior Repairs History or Contracts**

References- Three (3) (Please provide agency name, contract name, address, phone number and email.  
(20 Points)

(Documentation Shall be uploaded onto Cit-E-Bid)

☒ Yes  
(Required: Check if applicable)

**3.6 Completion of Repairs**

Ability to provide additional services beyond the minimum specifications (10 Points)

(Documentation Shall be uploaded onto Cit-E-Bid)

☒ Yes  
(Required: Check if applicable)

**3.7 Terms and Conditions Request for Proposals**

**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.

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.

**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 Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate 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 City of Laredo no less than seventy-two hours prior to 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 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 and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, 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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@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 Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@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. 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. 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.

**11.0 PAYMENT & INVOICING** (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, 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@cl.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

☒ I Agree to the Terms and Conditions  
(Required: Check if applicable)

## Bid Lines

### 1 Package Header

**Rates and Expenses (30 Points):** Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

Quantity: 1 UOM: PKG

Total: \$                     

Item Notes:

☐ No bid

☐ Additional notes  
(Attach separate sheet)

Supplier Notes: 10% buyer's premium will be added to purchase



## Package Items

### 1.1 Surplus Property

Quantity: 1 UOM: Percentage on Net Sales

Total: 20 %

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

### 1.2 Cars & Light Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales

Total: 15 %

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

### 1.3 Heavy Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales

Total: 15 %

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

### 1.4 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee

Price: \$30/per vehicle

Total: \$

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

### 1.5 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks greater than 19,500 lbs.

Quantity: 1 UOM: Fee

Price: \$30/per vehicle

Total: \$

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

### 1.6 Flat Transportation Fee (Non-Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee

Price: \$30/per vehicle

Total: \$

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)

### 1.7 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than \$19,501 lb. but less than 33,500 lb.

Quantity: 1 UOM: Fee

Price: \$80/per vehicle

Total: \$

Supplier Notes: \_\_\_\_\_

☐ Additional notes  
(Attach separate sheet)



**1.8 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks & Equipment greater than \$33,501 lb. but less than 64,000 lb.

Quantity: 1 UOM: Fee Price: \$150/per vehicle Total: \$

Supplier Notes: \_\_\_\_\_ ☐ Additional notes  
(Attach separate sheet)

**1.9 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks & Equipment greater than 64,001 lb.

Quantity: 1 UOM: Fee Price: \$150/per vehicle Total: \$

Supplier Notes: \_\_\_\_\_ ☐ Additional notes  
(Attach separate sheet)

**1.10 Decal and Insignia Removal per vehicle or equipment.**

Quantity: 1 UOM: Fee Price: \$15/per vehicle Total: \$

Supplier Notes: \_\_\_\_\_ ☐ Additional notes  
(Attach separate sheet)

**1.11 Cost per diem to store each vehicle.**

Quantity: 1 UOM: Fee Price: \$0 Total: \$

Supplier Notes: \_\_\_\_\_ ☐ Additional notes  
(Attach separate sheet)

**1.12 Minor detailing: exterior wash and interior vacuum.**

Quantity: 1 UOM: Fee Price: \$0 Total: \$

Supplier Notes: \_\_\_\_\_ ☐ Additional notes  
(Attach separate sheet)



### **Supplier Information**

Company Name: Cabello Recovery & Auction Services

Contact Name: Christopher Cabello

Address: 8854 Hwy 359

Laredo, Tx 78043

Phone: 956-539-2484

Fax: 956-539-3677

Email: cabellorecovery@gmail.com

### **Supplier Notes**

For over 25 years I worked very closely with Cabco Auctioneering. I would assist in organizing and  
auctioneering under that company.

I have also enclosed copies from the appraisal district showing that we are located on city property and  
pay city taxes. All taxes due are current.

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

Christopher Cabello

*Print Name*

  
*Signature*



PID 221714 |

Property Summary Report | 2021  
Online Services | WEBB COUNTY APPRAISAL DISTRICT

## GENERAL INFO

### ACCOUNT

Property ID: 221714  
Geographic ID: 943-30000-080  
Type: R  
Zoning: M-1  
Agent:  
Legal Description: PART OF TRACT 8 LAS BLANCAS  
SUBD 37.3571

Property Use:

### OWNER

Name: HMC PROPERTIES LLC  
Secondary Name:  
Mailing Address: 2601 GUADALUPE ST LAREDO TX US  
78043-3438  
Owner ID: 10146216  
% Ownership: 100.00  
Exemptions:

### LOCATION

Address:

Market Area:  
Market Area CD: H35909  
Map ID:

### PROTEST

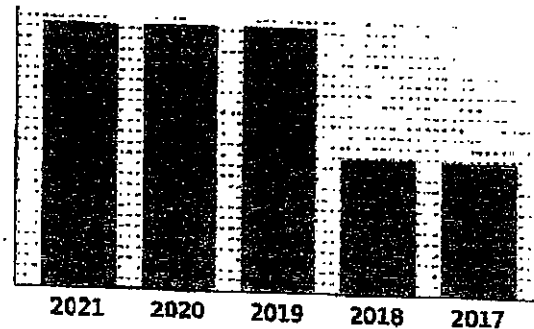
Protest Status:  
Informal Date:  
Formal Date:

## VALUES

### CURRENT VALUES

|                                  |           |
|----------------------------------|-----------|
| Land Homesite:                   | \$0       |
| Land Non-Homesite:               | \$253,935 |
| Special Use Land Market:         | \$0       |
| Total Land:                      | \$253,935 |
| Improvement Homesite:            | \$0       |
| Improvement Non-Homesite:        | \$0       |
| Total Improvement:               | \$0       |
| Market:                          | \$253,935 |
| Special Use Exclusion (-):       | \$0       |
| Appraised:                       | \$253,935 |
| Value Limitation Adjustment (-): | \$0       |
| Net Appraised:                   | \$253,935 |

### VALUE HISTORY



Values for the current year are preliminary and are subject to change.

### VALUE HISTORY

| Year | Land Market | Improvement | Special Use Exclusion | Appraised | Value Limitation Adj. (-) | Net Appraised |
|------|-------------|-------------|-----------------------|-----------|---------------------------|---------------|
| 2021 | \$253,935   | \$0         | \$0                   | \$253,935 | \$0                       | \$253,935     |
| 2020 | \$253,930   | \$0         | \$0                   | \$253,930 | \$0                       | \$253,930     |
| 2019 | \$253,930   | \$0         | \$0                   | \$253,930 | \$0                       | \$253,930     |
| 2018 | \$128,350   | \$0         | \$0                   | \$128,350 | \$0                       | \$128,350     |
| 2017 | \$128,350   | \$0         | \$0                   | \$128,350 | \$0                       | \$128,350     |



# TAXING UNITS

2021

| Unit                                     | Description    | Tax Rate | Net Appraised | Taxable Value | Estimated Tax |
|--|----------------|----------|---------------|---------------|---------------|
|  | WEBB COUNTY    | 0.412000 | \$253,935     | \$253,935     | \$1,046.21    |
|  | LAREDO COLLEGE | 0.326509 | \$253,935     | \$253,935     | \$826.58      |
|  | UNITED ISD     | 1.198840 | \$253,935     | \$253,935     | \$3,044.27    |
| TOTAL TAX RATE:                          |                | 2.57034  |               |               |               |
| ESTIMATED TAXES WITH CURRENT EXEMPTIONS: |                |          |               |               | \$6,527.01    |
| ESTIMATED TAXES WITHOUT EXEMPTIONS:      |                |          |               |               | \$6,527.01    |

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## IMPROVEMENT

### LAND

| Land   | Description      | Acres  | SQFT      | Cost per SQFT | Market Value | Special Use Value |
|--------|------------------|--------|-----------|---------------|--------------|-------------------|
| H359-7 | LAS BLANCAS SUBD | 33.955 | 1,479,066 | \$0.16        | \$243,863    | \$0               |
| H359-7 | LAS BLANCAS SUBD | 1.402  | 61,088.54 | \$0.16        | \$10,072     | \$0               |

### DEED HISTORY

| Deed Date | Type  | Description         | Grantor/Seller                    | Grantee/Buyer                     | Book ID | Volume | Page | Instrument |
|-----------|-------|---------------------|-----------------------------------|-----------------------------------|---------|--------|------|------------|
| 1/14/15   | DEED  | DEED                | CABELLO<br>HECTOR, CABELLO        | HMC PROPERTIES<br>LLC             |         | 3731   | 637  | 1222488    |
| 8/21/08   | SWDVL | SPECIAL<br>WARRANTY | HOME-MART INC &<br>359 EAST ROYAL | CABELLO HECTOR                    |         | 2126   | 602  | 928480     |
| 2/16/02   | WDA   | WARRANTY            | HOME-MART INC &<br>ROYAL LAND L C | HOME-MART INC &<br>359 EAST ROYAL |         | 1225   | 616  | 738878     |
| 12/15/93  | OT    | Other               | HOMEART INC                       | HOMEART INC &<br>ROYAL LAND L C   |         | 178    | 851  | 509749     |
| 8/8/93    | OT    | Other               | INTERNATIONAL<br>BANK OF          | HOMEART INC                       |         | 119    | 759  | 494487     |



**TAX RECEIPT**  
City of Laredo  
Tax Assessor-Collector  
P.O. Box 6548 \* 1102 Bob Bullock Loop  
Laredo TX 78042  
956-727-6403

Paid by: HMC PROPERTIES LLC  
2601 GUADALUPE ST  
LAREDO TX 78043

Receipt#: 133534 / 22635424  
Batch: EROSALES 11/23/2020 01  
Date paid: 11/23/2020

Account ID: 609759 Parcel number 943-30000-080-  
Owner: HMC PROPERTIES LLC  
PROPERTY TAX ROLL  
PART OF TRACT 8 LAS BLANCAS SU  
BD 37.3571

| Year            | Value     | Rate    | Base   | Pen & Int | Atty fee | Total paid |
|-----------------|-----------|---------|--------|-----------|----------|------------|
| 2020 1 CITY TAX | 253930.00 | 0.63400 | 804.96 |           |          | 804.96     |

Printed: 11/23/20 14:37:22

Receipt total: 804.96

Tender: CHECK 18096 4,830.21

| UNPAID BALANCE AS OF:       | Base   | Pen & Int | Atty fee | Total unpaid |
|-----------------------------|--------|-----------|----------|--------------|
| 11/23/20<br>2020 1 CITY TAX | 804.96 |           |          | 804.96       |

Payment comment: 18096 1/2



CITY OF LAREDO  
PURCHASING DIVISION



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

**AUCTIONEERING SERVICES  
FLEET DEPARTMENT**

**Public Notice**

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 an annual contract for licensed auctioneering services 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.cityoflaredo.com](http://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., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on June 22, 2021; and all proposals received will be opened and publicly acknowledged at 11:00 AM at the Office of the City Secretary on June 23, 2021.

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

**Proposal: Auctioneering Services -- Fleet Department  
FY21-076**

|   |   |
|---|---|
| Proposals can be downloaded and submitted through Cit-E-Bid:<br><br><a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a> | Hand Delivered:<br>City of Laredo -- City Secretary<br>C/O Jose A. Valdez Jr.<br>City Hall -- Third Floor<br>1110 Houston Street<br>Laredo, Texas 78040 |
|---|---|

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

**MANUAL PROPOSAL DROP-OFF PROCEDURES**

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

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

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

City Secretary's Office



CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

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 an annual contract for licensed auctioneering services 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](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.iowave.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 June 22, 2021 and all proposals received will be opened and publicly acknowledged on June 23, 2021 at 11:00 AM.

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

**Proposal: Auctioneering Services – Fleet Department  
FY21-076**

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

<https://cityoflaredo.iowave.net/Login.aspx>

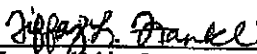
**Hand Delivered:**

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

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 1<sup>st</sup> DAY OF JUNE 2021.

for:

  
Jose A. Valdez Jr.  
City Secretary



CITY OF LAREDO  
PURCHASING DIVISION

**Terms and Conditions Request for Proposals**

**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. 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 Cit-E-Bid system.
  - (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
  - (c) Alternate 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 City of Laredo no less than seventy-two hours prior to 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 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:  
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 proposal 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

- (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 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-Bid system no later than seven (7) days prior to the scheduled date for opening to:  
**CITY OF LAREDO PURCHASING AGENT**  
Miguel A. Pescador,  
5512 Thomas Avenue,  
Laredo, Texas 78041  
[mpescador@ci.laredo.tx.us](mailto:mpescador@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-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 proposal notices, deadlines, proposal acknowledgement, 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.



**CITY OF LAREDO  
PURCHASING DIVISION**

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:  
**CITY OF LAREDO PURCHASING AGENT**

Miguel A. Pescador  
5512 Thomas Avenue  
Laredo, Texas 78041  
[mpescador@ci.laredo.tx.us](mailto:mpescador@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.

**8.4 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) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

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 to 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.

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.



**CITY OF LAREDO  
PURCHASING DIVISION**

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on 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](mailto: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 minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 790-1814 Fax (956) 790-1805 Email [csldope@ci.laredo.tx.us](mailto:csldope@ci.laredo.tx.us)  
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CITY OF LAREDO  
PURCHASING DIVISION

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
- (j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- 13.0 **CONTRACT REQUIREMENTS**
- 13.1 **CODE OF ETHICS ORDINANCE 2012-0-126**  
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
- 13.2 **PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**  
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 13.3 **NON-COLLUSIVE AFFIDAVIT (Attached)**  
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, conspired 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)**  
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.



CITY OF LAREDO  
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13.6 **TEXAS ETHICS COMMISSION (Form 1295, Attached)**

**Certificate of Interested Parties (Form 1295)**

**Implementation of House Bill 1295:** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

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

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-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 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.



**CITY OF LAREDO  
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**Request for Proposals  
Auctioneering Services  
Fleet Department**

**15.0 Scope of Work**

The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions to award a one year contract for professional auctioneering services for the City of Laredo Fleet Department. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionway.net/Login.aspx>

Fleet Department point of contact: Ronald W. Miller (956) 795-6455 or email [rmiller@ci.laredo.tx.us](mailto:rmiller@ci.laredo.tx.us)

- 15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before June 10, 2021 at 2:00 PM to: Email: [saldape@ci.laredo.tx.us](mailto:saldape@ci.laredo.tx.us)

**16.0 General Conditions**

- 16.1 Bidders are required to submit their proposals upon the following expressed conditions:

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

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

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

**17.0 Auctioneer Service**

It is the City's intent that the successful auctioneer shall be responsible for conducting a public auction in the city limits of Laredo, Texas, for the sale of surplus property in the possession of the City of Laredo in accordance with the following required services:

- 17.1 The auctioneer shall make all preparations necessary to conduct a live auction. The auction must be conducted at the auctioneer's premises or at a non City facility.

- 17.2 It is our intent to sell to the highest bidder without price reserves, however, when in our best interest we reserve the right to set minimum bids.

- 17.3 Advertising will be provided by auctioneer and the auctioneer will collect all funds and make payment of all taxes. Services rendered will be paid on a commission fee of the gross proceeds. The commission fee shall include all expenses for advertising, security (if necessary), and personnel needed to conduct this public auction.

- 17.4 Auctioneer will make payment to the City of Laredo within seven banking days of the auction.

- 17.5 Registration forms will be provided by the auctioneer and a copy of such registration forms will be provided to the City. Auctioneer will provide a summary (typed) of all items sold and turn over all proceeds collected to the City of Laredo Purchasing Agent at the end of the auction. A list of bidders who register will also need to be submitted to the City.



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- 17.6 The auction must be conducted at the auctioneer's premises or at a non City facility. The vendor will be responsible for securing the necessary liability insurance plus security. The vendor will obtain all necessary licenses and permits as required by law. Restroom access must be available to the general public.
- 17.7 The successful auctioneer and his/her staff shall not be able to bid for himself/herself/themselves or for anyone else on any of the items being auctioned for the City of Laredo.
- 17.8 The successful auctioneer shall ensure that all City vehicles and equipment to be auctioned have been inspected to verify that any equipment that was not part of the original manufactured vehicle has been removed and returned to the City promptly. (For example: Radio equipment, license plates, etc.)
- 18.0 Fee Schedule**
- 18.1 The auctioneer will provide the City of Laredo personnel with all the funds collected and a detailed summary to verify totals.
- 18.2 The successful auctioneer shall provide a price quotation for all necessary transportation of City surplus vehicles from the City's storage location to the site where the surplus vehicles are to be stored or warehoused and auctioned. The transportation cost (if any) is to be billed based on actual price quoted on Attachment "B" (no markup). Any additional transportation services offered by the successful auctioneer for the delivery of vehicle(s) to the purchaser's site/business after the sale shall be at the purchaser's expense. The City of Laredo shall retain the option to provide transportation for City vehicles if it is advantageous for the City to do so.
- 18.3 The auctioneer shall design, place and bear all advertising expenses for the auctions, except for any required legal advertising.
- 18.4 The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting this sale. The date of the auctions shall be agreed upon by both parties but must be held on a Saturday.
- 18.5 The City reserves the right to add or delete units from this auction sale. It is the intent of the City to sell all items offered for sale; however, the City reserves the right to pull an item from the auction or to place a minimum sale price. If the minimum sale price is not reached, the City shall have the option to not sell that item.
- 18.6 The Auctioneer may collect a buyer's premium.
- 19.0 Frequency of Surplus Property Sales/Auctions**  
The City of Laredo does not commit to a specific number of auctions. On average, the City has two auctions per year, but the City of Laredo reserves the right to have three or four auctions per year. The intent of this contract is to have a licensed auctioneer available to conduct a public auction should there be a need for such services.
- 20.0 Settlement**  
All transportation charges of surplus vehicles or heavy equipment will be billed within five (5) days to the City of Laredo at the prices (if any) bid on Attachment A. Settlement of all auction proceeds shall be made within seven (7) days after each auction is held. The successful auctioneer will return to the City all auction proceeds from the sale less taxes, less the agreed upon commission, and less any enhanced services authorized by the City of Laredo.



CITY OF LAREDO  
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**21.0 Insurance Requirements**

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 during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

**22.0 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 proposal. Documentation may be emailed to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

**23.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**24.0 Award of Contract**

Submission and award of bid shall be based on the "Terms and Conditions of the Request for Proposals", which is attached and is part of these specifications. This contract will be awarded based on *Best Value* and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**24.1 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.



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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 this 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.

**25.0 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.

- 25.1** 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.

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:

| Sections | Criteria   | Max Points |
|----------|--|------------|
| I        | Qualifications & Experience (26.1)                       | 40         |
| II       | Rates & Expenses (26.2)                                  | 30         |
| III      | References (Minimum of 3) (26.3)                         | 20         |
| IV       | Additional Services beyond Minimum Specifications (26.4) | 10         |
|          | Total  | 100        |

**Rating of Definitions for 10 point Method**

| %  | Rating                      | Definition                                       |
|----|-----------------------------|--|
| 0  | Unsatisfactory              | Does not satisfy criteria in specifications.     |
| 10 | Very Poor to Unsatisfactory |  |
| 20 | Very Poor                   | Meets elements of some criteria minimally.       |
| 30 | Poor to Very Poor           |  |
| 40 | Poor                        | Meets some criteria at minimum acceptable level. |
| 50 | Average to Poor             |  |
| 60 | Average                     | Adequately meets most criteria.                  |



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|     |                 |   |
|-----|-----------------|---|
| 70  | Good to Average |   |
| 80  | Good            | Exceeds minimum criteria.   |
| 90  | Very Good       | Provides benefits to the entity in addition to all required criteria.         |
| 100 | Excellent       | Exceeds all required criteria and provides additional benefits in most areas. |

Evaluation Form (Example)

| Sections           | Criteria   | Max Points | Weighted % | Points x Weight |
|--------------------|--|------------|------------|-----------------|
| I                  | Qualifications & Experience (26.1)                       | 40         | 50%        | 20.00           |
| II                 | Rates & Expenses (26.2)                                  | 30         | 60%        | 18.00           |
| III                | References (Minimum of 3) (26.3)                         | 20         | 80%        | 16.00           |
| IV                 | Additional Services beyond Minimum Specifications (26.4) | 10         | 70%        | 7.00            |
| <b>Total Score</b> |  |            |            | <b>61.00</b>    |

**26.0 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. Do include boilerplate marketing brochures or informational documents with your responses. Documentation can be uploaded on to Cit-E-Bid.

\*\*\*Auctioneer shall be responsible for the cleaning of all vehicles inside and outside, check and fill all fluid levels, check vehicles will start (without repair). This shall be done prior to the auction day.\*\*\*

Auctioneer shall be responsible for the storing of all vehicles, equipment, unclaimed property and any other unit that is dictated, to be auctioned, by the fleet service center manager or his designated representative. The counting of days for the storing of vehicles shall commence on the 1<sup>st</sup> day that the successful professional auctioneer picks them up at the City's designated location or after the first available auction, whichever is later.

**26.1 Qualifications and Experience (40 Points). Governmental Experience & Capabilities.** Please describe your governmental experience and capabilities for other clients for similar work.

I, Christopher Cabello, owner of Cabello Recovery & Auction Services and a licensed  
auctioneer, have been conducting auction for over 25 years. My experience is extensive.  
I have conducted auctions for U S Customs, Webb County, Laredo ISD, City of Laredo,  
privately owned businesses and estate sales. I have experience in auctioning  
big items such as medium and heavy duty equipment

Auctioneer's licensed to conduct auctions in the State of Texas   X   YES        NO

Number of years in service 25 years as auctioneer and 1 year under present business name



**CITY OF LAREDO  
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Main office location: \_\_\_\_\_

8654 Hwy 359

Laredo, Tx 78043

Phone: 956-539-2494

License Number: AUCT15557

Proposed Auction location site (vehicle and equipment auction):

8654 Hwy 359

Laredo, Tx 78043

- 26.2 **Rates and Expenses (30 Points):** Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

| Description  | Percentage on Net Sales |
|--|-------------------------|
| Surplus Property   | 20%                     |
| Cars & Light Duty Trucks   | 15%                     |
| Heavy Duty Trucks  | 15%                     |
| <b>Flat Transportation Fee (Road worthy)</b>                                   | <b>Fees</b>             |
| Cars & Light Duty Trucks less than 19,500 lb.                                  | \$ 30.00                |
| Cars & Light Duty Trucks greater than 19,501 lb.                               | \$ 30.00                |
| <b>Flat Transportation Fee (Non-road worthy)</b>                               | <b>Fees</b>             |
| Cars & Light Duty Trucks less than 19,500 lb.                                  | \$ 30.00                |
| Heavy Duty Trucks & Equipment greater than 19,501 lb. but less than 33,500 lb. | \$ 80.00                |
| Heavy Duty Trucks & Equipment greater than 33,501 lb. but less than 64,000 lb. | \$ 150.00               |
| Heavy Duty Trucks and Equipment greater than 64,001 lb.                        | \$ 150.00               |
| <b>Decal and Insignia Removal per vehicle or equipment</b>                     | <b>Fees</b>             |
| Cost per item to store each vehicle  | \$ 15.00                |
| Minor detailing: exterior wash and interior vacuum                             | \$ 0.00                 |
|  | \$ 0.00                 |



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- 26.3 References- Three (3) (Please provide agency name, contract name, address, phone number and email. (20 Points)

Jose Gamez Laredo Independent School District

1700 Houston St Laredo, Tx 78040 956-273-1190

jgamez@laradnisd.org

Officer Ramiro Parades Laredo Police Department

4700 Maher Laredo, Tx 78041 956-763-1709

rparades@ci.laredo.tx.us

David Sanchez District Attorney Office

1110 Victoria St Laredo, Tx 78040 956-523-4268

davidsanchez@webbcountytx.gov

- 26.4 Ability to provide additional services beyond the minimum specifications (10 Points)

The City of Laredo would greatly benefit from the experience and professionalism  
that I and my company can offer. I have extensive experience in organizing and  
conducting auctions.



**CITY OF LAREDO  
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**27.0 Required Format and Contents of Bid Submission**

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

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



CITY OF LAREDO  
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28.0 Tab A Bidder Information Questionnaire

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

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

Name of Offeror (Business) Cabello Recovery & Auction Services

Signature [Signature]  
of person authorized to sign bid

Date June 16, 2021

Print Name Christopher Cabello  
of person authorized to sign bid

Title: Owner and Auctioneer

Business Address: 8654 Hwy 359

City, State, Zip Code: Laredo, Tx 78043

Telephone Number: 956-539-2494 Fax Number: 956-539-3677

Contact Person Email Address: cabellorecovery@gmail.com

Federal Tax ID Number: 204044199

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: 1 year

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

Cabello Recovery

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



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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☐ No ☒

Disadvantaged Business Enterprise (DBE): Yes ☐ No ☒

Small Disadvantaged Business Enterprise (SDBC): Yes ☐ No ☒

Other: Please specify \_\_\_\_\_

This company is not a certified minority business: ☒

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



CITY OF LAREDO  
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**29.0 Tab C- Conflict of Interest Disclosure**

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

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

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

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

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

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

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



**CITY OF LAREDO  
PURCHASING DIVISION**

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.  
Christopher Cabello  
 Name Signature Date June 18, 2021

**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.

**OFFICE USE ONLY**

Date Received

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

Cabello Recovery & Auction Services Non Applicable

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

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

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

Name of Officer

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



CITY OF LAREDO  
PURCHASING DIVISION

30.0 **Tab D**

**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 or officer of the firm of, etc.)

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

  
Signature of:

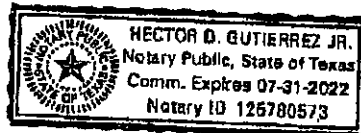
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 16<sup>th</sup> day of JUNE 2021

  
Notary Public

My commission expires:

JULY 31, 2022





CITY OF LAREDO  
PURCHASING DIVISION

31.0 Tab E



City of Laredo  
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

|   |      |         |        |
|---|------|---------|--------|
| Name of person submitting this disclosure |      |         |        |
| Christopher                               |      | Cabello |        |
| First                                     | M.I. | Last    | Suffix |

|  |  |
|--|--|
| Contract or Project name(s): <u>RFP FY 21-076</u>                        |  |
| <u>Auctioneering Services</u> <u>Fleet Department</u>                    |  |
| Originating Department(s): <u>City of Laredo - Purchasing Department</u> |  |

|                     |           |              |           |
|---------------------|-----------|--------------|-----------|
| 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 |

|  |  |
|--|--|
| Contracting party(ies) does not have partner, parent, or subsidiary business entities.   |  |
| <input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. |  |
| <input type="checkbox"/> Name of partner, parent, or subsidiary business entity(ies):  |  |



**CITY OF LAREDO  
PURCHASING DIVISION**

2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(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/Auctioneer  
Title

Caballo Recovery & Auction Services  
Company or DBA

June 16, 2021  
Date

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

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



CITY OF LAREDO  
PURCHASING DIVISION

**\*6. Are 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. Have any attorneys, lobbyists, or consultants 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 committees that contribute 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



CITY OF LAREDO  
PURCHASING DIVISION

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**32.0 Tab F - Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tac/1295-Info.htm>.

**Implementation of House Bill 1295**

**32.1 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.

**32.2 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:  
2021-767257

Date Filed:  
06/16/2021

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 Purchasing Division

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.  
RFP FY 21-076  
Auctioneering services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest<br>(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 9-6-70

My address is 2916 Robert Frost Laredo Tx 78041 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Webb County, State of Tx, on the 16<sup>th</sup> day of June, 2021.  
(month) (year)

*[Signature]*

Signature of authorized agent of contracting business entity  
(Declarant)



**CITY OF LAREDO  
PURCHASING DIVISION**

33.0 Tab F

| <b>CERTIFICATE OF INTERESTED PARTIES</b>  |   | <b>FORM 1295</b>         |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
|---|---|--------------------------|---|---------------------------------------|--|-------------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------|--|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.   |   | <b>OFFICE USE ONLY</b>   |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b><br>Cabello Recovery & Auction Services Laredo, Tx USA   |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b><br>City Of Laredo   |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b><br>RFP FY 21-076 Auctioneering Services Fleet Department  |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country<br/>(place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>                      |   | Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |  | Controlling | Intermediary |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>4</b> |  |
| Name of Interested Party  | City, State, Country<br>(place of business) |                          |   | Nature of Interest (check applicable) |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
|   |   | Controlling              | Intermediary                                |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
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|   |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
|   |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
|   |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
|   |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <b>5 Check only if there is NO Interested Party.</b> <input checked="" type="checkbox"/>  |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury that the above disclosure is true and correct.  |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <div style="text-align: right; margin-right: 100px;">           _____<br/>           Signature of authorized agent of contracting business entity         </div> <div style="text-align: center; margin-top: 10px;">           AFFIX NOTARY STAMP / SEAL ABOVE         </div> <div style="margin-top: 10px;">           Sworn to and subscribed before me, by the said _____ (his the _____ day<br/>           of _____, 20_____, to certify which, witness my hand and seal of office.         </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>             _____<br/>             Signature of officer administering oath           </div> <div>             _____<br/>             Printed name of officer administering oath           </div> <div>             _____<br/>             Title of officer administering oath           </div> </div> |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>  |   |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2016

\*\*\*\*\*Form does not need to be notarized\*\*\*\*\*



**CITY OF LAREDO  
PURCHASING DIVISION**

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**34.0 Vendors Instructions:**

Hand-delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on June 22, 2021; and all proposals received will be opened and publicly acknowledged at 11:00 AM at the Office of the City Secretary on June 23, 2021.

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

**Proposal: Auctioneering Services – Fleet Department  
FY21-076**

Proposals 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2021

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

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

| <b>PRODUCER</b><br>Americas Transportation Insurance Group<br>801 West Mineral Avenue<br>Suite 200<br>Littleton CO 80120 | <b>CONTACT NAME:</b> Gretchen Rapney<br><b>PHONE (A/C, No, Ext):</b> (407) 472-9600<br><b>FAX (A/C, No):</b> (407) 472-9603<br><b>E-MAIL ADDRESS:</b> Gretchen@atiginc.com   |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
|--|--|-------------------------------|--------|--|-------|--------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Caballo Recovery Service, Inc<br>8654 Highway 359<br>Laredo TX 78043                                   | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Benchmark Insurance Company</td><td>41394</td></tr><tr><td>INSURER B: Renover Insurance Company</td><td>22292</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Benchmark Insurance Company | 41394 | INSURER B: Renover Insurance Company | 22292 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
| INSURER A: Benchmark Insurance Company   | 41394  |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
| INSURER B: Renover Insurance Company   | 22292  |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
| INSURER C:   |  |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
| INSURER D:   |  |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
| INSURER E:   |  |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |
| INSURER F:   |  |                               |        |  |       |                                      |       |            |  |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: 21-22 Master

REVISION NUMBER:

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

| MIN. AIR | TYPE OF INSURANCE  | ADD. SUPP. RISK  | POLICY NUMBER             | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS   |
|----------|--|--|---------------------------|--------------------------|--------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> INCLUDES WRONGFUL<br>REPOSSESSION COVERAGE<br>OPEN AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  | BIC-W5-00649-00           | 2/14/2021                | 2/14/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMPOD AGG \$ 3,000,000 |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS<br>X DRIVEAWAY  |  | BIC-W5-00649-00           | 2/14/2021                | 2/14/2022                | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>UNINSURED MOTORIST \$ 55,000   |
| B        | <input type="checkbox"/> UMBRELLA/LIAB<br>EXCESS LIAB<br>DED RETENTION \$  | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE | DISCOVERY BOND<br>B114744 | 2/14/2021                | 2/14/2022                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A                                    |                           |                          |                          | PER STATUTE <input type="checkbox"/> OTH-ER<br>EL EACH ACCIDENT \$<br>EL DISEASE - EA EMPLOYEE \$<br>EL DISEASE - POLICY LIMIT \$  |
| A        | ON ROAD  |  | BIC-W5-00649-00           | 2/14/2021                | 2/14/2022                | \$150,000 W \$2,500 DED  |
| A        | CARAGE KEEPERS   |  | BIC-W5-00649-00           | 2/14/2021                | 2/14/2022                | \$500,000 W \$500,000 DED  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| <b>CITY OF LAREDO PURCHASING</b><br>5512 THOMAS AVENUE<br>LAREDO, TX 78041 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>C Thompson/GRETCH |
|--|--|

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ACORD 25 (2014/01)  
INS025 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2021

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

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

|  |              |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
|--|--------------|--|--|--|--------------|---------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>PRODUCER</b><br>American Transportation Insurance Group<br>801 West Mineral Avenue<br>Suite 200<br>Littleton CO 80120 |              | <b>CONTACT NAME:</b> Gretchen Hapney<br><b>PHONE (A/C, No. Ext.):</b> (407) 472-9500<br><b>FAX (A/C, No.):</b> (407) 472-9503<br><b>E-MAIL ADDRESS:</b> Gretchen@attigins.com  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br>Cabello Recovery Service, Inc<br>8654 Highway 359<br>Laredo TX 78043                                   |              | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><tr><td>INSURER A: Benchmark Insurance Company</td><td>NAIC # 41394</td></tr><tr><td>INSURER B: Hannover Insurance Company</td><td>22292</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> |  | INSURER A: Benchmark Insurance Company | NAIC # 41394 | INSURER B: Hannover Insurance Company | 22292 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER A: Benchmark Insurance Company   | NAIC # 41394 |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
| INSURER B: Hannover Insurance Company  | 22292        |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
| INSURER C:   |              |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
| INSURER D:   |              |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
| INSURER E:   |              |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |
| INSURER F:   |              |  |  |  |              |                                       |       |            |  |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: 21-22 Master

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDITIONAL INSURED (IND) / WAIVED (WVO)               | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   | XIC-WB-00649-00     | 2/14/2021               | 2/14/2022               | EACH OCCURRENCE \$ 1,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           | DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 |                     |                         |                         |   |
|          | <input checked="" type="checkbox"/> INCLUDES WRITING   | MED EXP (Any one person) \$ 5,000                     |                     |                         |                         |   |
|          | <input checked="" type="checkbox"/> REPOSSESSION COVERAGE  | PERSONAL & ADV INJURY \$ 1,000,000                    |                     |                         |                         |   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |                     |                         |                         | GENERAL AGGREGATE \$ 3,000,000                                      |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |                     |                         |                         | PRODUCTS - COMPROP AGG \$ 3,000,000                                 |
|          | OTHER:   |   |                     |                         |                         | \$  |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY   |   | XIC-WB-00649-00     | 2/14/2021               | 2/14/2022               | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000                   |
|          | <input type="checkbox"/> ANY AUTO  | <input checked="" type="checkbox"/> SCHEDULED AUTOS   |                     |                         |                         | BODILY INJURY (Per person) \$                                       |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |                     |                         |                         | BODILY INJURY (Per accident) \$                                     |
|          | <input checked="" type="checkbox"/> HIRED AUTOS  | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |                     |                         |                         | PROPERTY DAMAGE (Per accident) \$                                   |
|          | <input checked="" type="checkbox"/> DRIVEAWAY  |   |                     |                         |                         | UNINSURED MOTORIST \$ 85,000  |
| B        | <input type="checkbox"/> UMBRELLA LIAB   |   | DIACOMB-WB-00000-00 | 2/14/2021               | 2/14/2022               | EACH OCCURRENCE \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> EXCESS LIAB  | <input type="checkbox"/> CLAIMS-MADE                  |                     |                         |                         | AGGREGATE \$ 1,000,000  |
|          | <input type="checkbox"/> DED   | <input type="checkbox"/> RETENTION \$                 |                     |                         |                         | \$  |
|          | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                   |   |                     |                         |                         | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER INCLUDED? (Secondary to 90H)                              | Y/N   |                     |                         |                         | E.L. EACH ACCIDENT \$   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A   |                     |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                       |
|          |  |   |                     |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                      |
| A        | OF BOON  |   | XIC-WB-00649-00     | 2/14/2021               | 2/14/2022               | \$150,000 W/\$2,500 DED   |
| A        | GARAGE KEEPERS   |   | XIC-WB-00649-00     | 2/14/2021               | 2/14/2022               | \$150,000 W/\$500/\$1,500 DED DIRECT EXEMPT                         |

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

## CERTIFICATE HOLDER

CITY OF LAREDO  
1102 BOB O BULLOCK LOOP  
LAREDO, TX 78041

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Thompson/GRETCH

ACORD 25 (2014/01)  
IN8025 (201401)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2021

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

## PRODUCER

Pacific Crest Services, Inc. DBA Tremar Insurance Agency  
6999 McPherson Rd., Ste 109  
Laredo, TX 78041

## CONTACT

CHRIS CABELLO

## PHONE

## FAX

## EMAIL

ccabello@cabellorecovery.net

## INSURER(S) AFFORDING COVERAGE

## INSURER A:

## INSURER B:

## INSURER C:

## INSURER D:

## INSURER E:

## INSURER F:

## INSURED

Cabello Recovery Inc  
8854 HWY 359 & LAS BLANCAS  
Laredo, TX 78043

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| TYPE OF INSURANCE                            | COVERAGE   | POLICY NUMBER | POLICY DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |
|--|--|---------------|--------------------------|-------------------------------------|--|
| COMMERCIAL GENERAL LIABILITY                 | <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR   |               |                          |                                     | EACH OCCURRENCE: \$<br>BODILY INJURY: \$<br>PROPERTY DAMAGE: \$<br>MED EXP (any one person): \$<br>PERSONAL & ADJ INJURY: \$<br>GENERAL AGGREGATE: \$<br>PRODUCTS - COM/OP AGG: \$ |
| AUTOMOBILE LIABILITY                         | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-SCHEDULED AUTO ONLY |               |                          |                                     | COMBINED SINGLE LIMIT: \$<br>BODILY INJURY (per person): \$<br>BODILY INJURY (per accident): \$<br>PROPERTY DAMAGE (per accident): \$  |
| UMBRELLA/LIAB                                | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR                    |               |                          |                                     | EACH OCCURRENCE: \$<br>AGGREGATE: \$   |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | <input type="checkbox"/> Y/N <input type="checkbox"/> Y  | 0002063166    | 06/03/2021               | 06/03/2022                          | X 1 PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT: \$1,000,000<br>E.L. DISEASE - EA EMPLOYER: \$1,000,000<br>E.L. DISEASE - POLICY LIMIT: \$1,000,000           |

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

## CERTIFICATE HOLDER

City Of Laredo  
5512 Thomas Ave  
Laredo TX 78041

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Printed by PRN on June 03, 2021 at 06:01PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2021

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## PRODUCER:

Pacific Crest Services, Inc DBA Tremar Insurance Agency  
6999 McPherson Rd., Ste 109  
Laredo, TX 78041

CONTACT NAME: CHRIS CABELLO

PHONE:

FAX:

EMAIL:

CABELO@CABELLORECOVERY.NET

(A/C No.):

INSURER(S) AFFORDING COVERAGE

INSURER A: Texas Mutual

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## Insured:

Cabello Recovery Inc  
8654 HWY 359 & LAS BLANCAS  
Laredo, TX 78043

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| TYPE OF INSURANCE  | APPLICABLE | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXPI. DATE (MM/DD/YYYY) | LIMITS                             |
|--|------------|---------------|-------------------------------|--------------------------------|------------------------------------|
| COMMERCIAL GENERAL LIABILITY   |            |               |                               |                                |                                    |
| <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR   |            |               |                               |                                | EACH OCCURRENCE \$                 |
|  |            |               |                               |                                | DAMAGE TO RENTED \$                |
|  |            |               |                               |                                | PREMIUM \$                         |
|  |            |               |                               |                                | FED EXP (Per person) \$            |
|  |            |               |                               |                                | PERSONAL & AD&M \$                 |
|  |            |               |                               |                                | GENERAL AGGREGATE \$               |
|  |            |               |                               |                                | PRODUCTS - COMPOUND \$             |
| AUTOMOBILE LIABILITY   |            |               |                               |                                |                                    |
| ANY AUTO   |            |               |                               |                                | COMBINED SINGLE LIMIT \$           |
| OWNED  |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| LEASED   |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| FINANCED   |            |               |                               |                                | PROPERTY DAMAGE \$                 |
| AUTOS ONLY   |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| SCHEDULED  |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| NON-SCHEDULED  |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| UNINSURED  |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| EXCESS   |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| RETENTION  |            |               |                               |                                | 100% BODILY INJURY (Per person) \$ |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY   |            |               |                               |                                |                                    |
| ANY OCCUPATIONAL INJURY  |            |               |                               |                                | E.L. EACH ACCIDENT \$              |
| ANY OCCUPATIONAL DISEASE   |            |               |                               |                                | E.L. DISEASE - EA EMPLOYEE \$      |
| ANY OCCUPATIONAL DISEASE   |            |               |                               |                                | E.L. DISEASE - POLICY LIMIT \$     |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |            |               |                               |                                |                                    |

## CERTIFICATE HOLDER

City Of Laredo  
1102 Bob Bullock Loop  
Laredo, TX 78043

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE