

CITY OF LAREDO
PURCHASING DIVISION



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

**CONCESSION AND COORDINATOR SERVICES
PARKS & RECREATION DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual contract for the sale of concession foods, non-alcoholic beverages, and coordinator services for the Benavides Softball Complex for the Parks & Recreation 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 or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 20, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on February 21, 2024.**

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

**Proposal: Concession & Coordinator Services - Benavides Softball Complex
Parks & Recreation Department
FY24-045**

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

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

Hand Delivered:

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

**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 the sale of concession foods, non-alcoholic beverages, and coordinator services for the Benavides Softball Complex for the Parks & Recreation Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on February 20, 2024, and all proposals received will be opened and publicly acknowledged at 10:00 A.M. at the Office of the City Secretary on February 21, 2024.**

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

**Proposal: Concession & Coordinator Services - Benavides Softball Complex
Parks & Recreation Department
FY24-045**

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

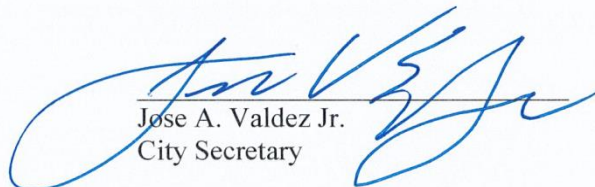
<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

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

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 23rd DAY OF JANUARY 2024.



Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

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

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

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

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

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

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

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

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

**CITY OF LAREDO
PURCHASING DIVISION**

- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

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

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

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

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

7.0 CLARIFICATION AND PROTEST PROCEDURE

- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041

mpescador@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador

5512 Thomas Avenue

Laredo, Texas 78041

mpescador@ci.laredo.tx.us

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

8.0 VENDOR DISCOUNTS

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

9.0 INTENT OF CONTRACT

- (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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 the proposal;
- (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.

All invoices shall be mailed to:

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

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

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

12.0 INSURANCE REQUIREMENTS

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

- (a) Commercial General Liability insurance at a minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at a minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable

**CITY OF LAREDO
PURCHASING DIVISION**

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 before cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

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

Certificate of Interested Parties (Form 1295)

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

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

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

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

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

Request for Proposal
Concession & Coordinator Services - Benavides Softball Complex
Parks & Recreation Department

15.0 Scope of Work

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

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

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

15.2 Questions shall be submitted through Cit-E-Bid no later than January 30, 2024 before 2:00 P.M.

For questions regarding the specifications of this service please contact:

Jose Arreola, Athletic Superintendent, Parks & Recreation Dept. 956-729-46100 or jfarreola@ci.laredo.tx.us

Tomas Ramirez, Assistant Parks & Recreation Department Director, 956-729-4600 or
tramirez2@ci.laredo.tx.us

15.2.1 All interested vendors are encouraged to visit City of Laredo Parks & Recreation locations to fully inform themselves of the scope of this proposal.

15.3 Proposals will be awarded based on best value, for the rental of Parks & Recreation concession stand located at the Benavides Softball Complex and coordinator services.

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

15.4.1 The concessionaire shall provide all supervision, labor, materials and equipment necessary to provide this service. The vendor is required to provide a minimum of a two (2) person staff at the service location.

15.4.2 The concessionaire and coordinator shall advise and coordinate the services to be performed with the Parks & Recreation Department and shall be performed on a scheduled basis to be determined by the Department.

15.4.3 The concessionaire shall be required to keep concessions areas sanitized at all times. All food handling equipment shall be sanitized/sterilized regularly to maintain safety and health standards and regulations.

15.4.4 There shall be inspection of premises upon request of the City. Inspections shall be at random during scheduled work hours. Inspections may be initiated by a City of Laredo Health Inspector or by Parks & Recreation directors/supervisors.

15.4.5 The concessionaire shall be responsible for securing all necessary City/State permits and paying any fees for the disposal of disregarded materials at no additional cost to the City.

**CITY OF LAREDO
PURCHASING DIVISION**

- 15.4.6 The vendor shall adhere to any and all applicable regulations and requirements set forth by public health agencies to include but not limited to U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food Safety Inspection Service, Food and Drug Administration, Environmental Protection Agency, State of Texas, Texas Department of State Health Services, Texas Alcohol Beverage Commission, and the City of Laredo Health Department.
- 15.4.7 The vendor shall furnish recent/updated copies of their license, food handler permits and/or certificates as designated by the applicable agencies 10 working days after receipt of letter of award of contract. Licenses, permits, and/or certificates include but are not limited to food handler's permit, food service establishment permit, business license, resale permit, building health permit, employee health permit, city and fire permits, and any license, permit and/or certificate applicable to the nature of this business. Licenses permits, and/or certificates shall be in the name of the vendor, any agents for the vendor that shall be working on City of Laredo premise must be licensed and/or certified. Licensure must be maintained at all times during the term(s) of the agreement.
- 15.5 An insurance certificate must be submitted when applicable to any contract as designated by the City of Laredo Risk Management Department. A certificate of insurance **must** be submitted with **year-long** coverage in accordance with section 12.0 of this bid document as the work described will be on a year-round basis. The contract must be insured, if applicable, when performing service for this contract.
- 15.6 Vendors shall provide a proposal as to how they will perform the concession services in detail to include but not limited to days and hours of operation, sanitation schedule(s), safety precautions/measures, equipment to be operated, and materials to be used/handled.
- 15.7 The vendor shall be required to provide sales reports to the City of Laredo Finance Department and Parks & Recreation Department of the daily sales made which shall include copies of itemized daily receipts. Reports shall be submitted monthly. Full documentation should be exercised when providing reports and receipts itemized detail of products sold and their cost. Unauthorized sale of non-consumable or non-perishable items is strictly prohibited at this location and may lead to cancellation of this contract. 15.8 The vendor is responsible for managing the daily operations of the Benavides Softball Complex. Responsibilities include supervision of concession operations, its staff, daily financial management, resource and equipment management, and managing lease/license agreements. The coordinator shall also oversee the organization of league registration, league schedules, staffing to include umpires, purchase of league uniforms, season supplies, and promotion of league registration. The coordinator is required to work evenings and weekends during peak operating seasons.
- 16.0 Scope**
The vendor shall perform the necessary duties to provide patrons with concession services at the Benavides Softball Complex. A schedule will be determined by the Parks & Recreation Director on the 20th of each month for the following month.
- 16.1 The requested locations to be serviced are:
- 16.1.1 Benavides Softball Complex, located at 600 South Bartlett, Laredo, Texas 78041. **Attachment A.**
- 16.2 The vendor shall submit a proposal in detail showing the concessions to be sold and the pricing of each item. It is desired that the prices be kept as low as possible, in consistency with the market for similar facilities/businesses. Prices shall remain consistent between public events and regular daily activities for the entire term of this agreement. The proposal shall include the experience/history of the firm. The history should include personal information regarding the person(s)/staff that will be responsible for the day-to-day operations during the term of this contract.

CITY OF LAREDO
PURCHASING DIVISION

Should there be a change in management or personnel a new record shall be submitted following the same details. Financial statements of the past three (3) years are required by the City of Laredo to ensure fiscal responsibility.

- 16.3 The coordinator shall submit a proposal in detail showing experience in coordinating adult softball programs and providing affiliated tournaments to the City. The proposal shall include the coordinator's experience history and references from previous league Presidents and/or coaches. The experience history shall include personal information with regard to the bidder that will be responsible for the day-to-day operations during the terms of this contract.
- 16.4 Coordinator will be responsible for maintaining sports complex to ensure facility is free of debris and kept clean on a daily basis.
- 16.5 Coordinator shall be responsible for coordinating affiliated tournaments to attract teams from out of town to the City.
- 16.6 Coordinator shall meet with Athletic Superintendent monthly as well as with player representatives from each division to approve schedule, upcoming tournaments, events and also to enforce league policies.
- 16.7 Tournaments coordinated by the coordinator will be charged in accordance with user fee schedule as defined in the Code of Ordinances of the City of Laredo. **Refer to Attachment B.**
- 16.8 A list of references should be provided as a part of the proposal. The references should include but are not limited to professional references such as suppliers and customer and league references. The City requires that the vendors attain the appropriate licenses, certificates, or permits as per public health and safety regulations for food handling/vending. Copies of licenses, certificates, or permits must be submitted with the request for proposals and should be current and in good standing.
- 16.9 In consideration of the rental to be paid by the contractor and the covenants, conditions, and duties to be kept and performed by the contractor, the City will grant to the vendor exclusive privileges at the location(s) for which they have appropriately been awarded.
 - 16.9.1 The contractor shall provide concession operations with availability of non-alcoholic beverages and concession foods at all events that require a concession regardless of the scope of the event.
 - 16.9.2 The contractor shall have the right to provide concession food and non-alcoholic beverage services at the contract premises. Food trays will be allowed only on an individual basis. If vendor is providing food trays for the event, they must be bought from a concessionaire or an approved caterer that adheres to public health and safety standards.
 - 16.9.3 The concessionaire shall be responsible for clean-up of park grounds within 100 feet of set-up. The concessioner will not hold the City liable for damage to stand or products while left in stand overnight.
 - 16.9.4 The City prohibits other commercial concessions except with the specific permission of the City of Laredo Parks & Leisure Assistant Director for specific. Park patrons may bring their own food and drink into the park for private consumption.
 - 16.9.5 Contractor shall have proprietary operational rights of the site. No other Contractor shall be allowed in the Park or surrounding areas, with the exception of special City events or events approved by the City of Laredo.
 - 16.9.5.1 From time to time, Contractor may be requested to participate in special events which may include additional food and beverage services to be provided by the Contractor.

**CITY OF LAREDO
PURCHASING DIVISION**

The number of annual special events will be determined by the City. This does not guarantee exclusivity to Contractor for food and beverage items at a special event or tournament.

- 16.9.6 No signs or advertising of any kind (with the exception of a menu board) shall be installed without prior written approval of the City. In addition, any sign or advertising must be approved by the City, and be in compliance with applicable laws, codes, and ordinances.
- 16.9.7 Subcontracting of this space is not permitted.
- 16.9.8 The concessionaire shall conduct his/her operation of the concession services in a manner that does not damage City's property. In the event damage occurs to City's property or any adjacent property by reason of any service operations performed under this Contract, the concessionaire shall replace or repair the same at no cost to the City. If damage caused by the concessionaire has to be repaired or replaced by the City, the cost of such work shall be charged to the concessionaire.
- 16.9.9 Concessionaire's menus and prices will be subject to continuous review and approval by the City. Such approval will not be reasonably withheld as long as the menu and prices are competitive with the menus and market prices of other comparable concession stands.
- 16.9.9.1 The concessionaire shall provide menu boards showing items and pricing.
- 16.9.9.2 The sale of alcoholic beverages and tobacco is strictly prohibited.
- 16.9.9.3 No expired or dated products may be sold.
- 16.9.9.4 Vendor must have league scheduling software for scheduling standings and stats.

16.10 Definitions:

The following shall have the following meaning when used in these specifications:

Advertisement: All of the legal publications pertaining to the work contemplated or under the contract.

Agreement: The written agreement covering the performance of the services. The contract includes the specifications, including special provisions, in the proposal and any supplement changes or agreements pertaining to the service of the specifications.

Concession Services: The sale of food & beverage concessions for specified City of Laredo locations.

Concessionaire: The interested parties, person(s) who have successfully been awarded a location.

Concessions: All cash, over-the-counter sales; credit cards sales at discretion of concessionaire.

Gross Receipts: The total amount of money collected for goods and services before taxes.

Proposal: The written statement or statements duly submitted to the City of the interested parties or person(s) proposing to do the work contemplated.

Agreement: The written agreement covering the performance of the services under the bid document. The contract includes the specifications, including special provisions, in the proposal and any supplement changes or agreements pertaining to the service of the specifications.

Food & Beverages Services: The sale of food & beverage concessions for selected City of Laredo locations for customers for a predetermined price.

**CITY OF LAREDO
PURCHASING DIVISION**

City: The City of Laredo, acting by and through (a) its governing body, or (b) its City Manager, each of who is required by law to perform specific duties. Responsibility for final enforcement of contracts involving the City of Laredo is by authority vested in the City Manager.

17.0 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the City of Laredo.

18.0 Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19.0 Evaluation Process

An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. In evaluating the responses the following predetermined criteria is considered:

24.1 Set Monthly Fee (30 Points)

A set monthly fee to be paid to the City of Laredo by the successful bidder for the use of the location. The set monthly fee is proposed by the vendor and shall be paid at the first business day of every month. The set monthly fee shall stand for duration of this agreement.

Address	Months	Monthly Rental Fee	Annual Revenue
Monthly Rental Fee Location 1: Benavides Softball Complex located at 600 South Bartlett, Laredo, Texas 78041	9	\$_____	\$_____

******Documentation Shall be uploaded on Cit-E-Bid******

24.2 Concession Pricing (10 Points)

It is desired by the City of Laredo that prices to our consumers be kept as low as possible, consistent with quality of service and industry wide pricing. Price for concession items should be no higher than that charged by other similar public event facilities. No distinction shall be made between large and small events. Please include proposed prices in detail for concessions that you plan to provide. Please indicate the price you intend to charge customers for the initial nine (9) months of the contract period.

Address	Percentage of Gross Revenues
Concession Pricing for comparable items in the Laredo area.	_____ %

******Documentation Shall be uploaded on Cit-E-Bid******

**CITY OF LAREDO
PURCHASING DIVISION**

24.3 Reputation and Experience (30 Points)

The vendor shall provide a portfolio of the history and experience to include bringing tournaments to the City from different affiliations. The portfolio should include supporting documentation such as reputation, personal information, and references as well as personal information regarding the person who will be responsible for the day to day operations. Include any events that may have been done by the vendor, records of health inspections and other information the vendor may wish to include that may pertain to this category. The vendor shall list examples of performance standards and explain how they are maintained.

******Documentation Shall be uploaded on Cit-E-Bid******

24.4 References (30 Points)

Excellent customer service is essential to keeping clients content and is therefore an important consideration in the proposal evaluation. The vendor shall submit a list of references that may be contacted by the City of Laredo. The references shall include but are not limited to supplier and lease references. (Minimum of 3 references shall be listed).

******Documentation Shall be uploaded on Cit-E-Bid******

25.0 Selection Process

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant submitted to the City Manager, firms will be required to make a formal public presentation before the selection committee.

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

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

Section	Criteria	Max Points
I	Set Monthly Fee (24.1)	30
II	Concession Pricing (24.2)	10
III	Reputation and Experience (24.3)	30
IV	References (24.4)	30

Percentage Rating for 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.
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.

**CITY OF LAREDO
PURCHASING DIVISION**

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Set Monthly Fee (24.1)	30	40%	12.0
II	Concession Pricing (24.2)	10	50%	5.0
III	Reputation and Experience (24.3)	30	60%	18.0
IV	References (24.4)	30	70%	21.0
Total Score				55.00

26.0 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.

27.0 Award of Contract

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

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

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

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.

27.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the [Texas Ethics Commission](http://www.texasethicscommission.org) 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.

**CITY OF LAREDO
PURCHASING DIVISION**

28.0 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.

- 28.1 This contract shall be the responsibility of and administered by the vendor and the Parks & Recreation Department.

29.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

30.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

31.0 Required Format and Contents of Bid Submission

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

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

32.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

33.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

Name

Signature

Date

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

34.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

Signature of:

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

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

35.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

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

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

***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): _____

b) Originating Department(s): _____

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

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

☐ 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.

Name (Print)

Signature

Title

Company or DBA

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

36.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

36.1 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.

36.2 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](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is NO Interested Party. <input style="float: right;" type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="text-align: left; margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="text-align: center; margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day 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 style="width: 30%;"> _____ Signature of officer administering oath </div> <div style="width: 30%;"> _____ Printed name of officer administering oath </div> <div style="width: 30%;"> _____ Title of officer administering oath </div> </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

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

**CITY OF LAREDO
PURCHASING DIVISION**

37.0 Vendors Instructions:

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 20, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on February 21, 2024.**

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

**RFP: Concession & Coordinator Services - Benavides Softball Complex
Parks & Recreation Department
FY24-045**

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

ATTACHMENT A

M.E. Benavides Sports Complex

600 S. BARTLETT

13.2 Acres

Baseball	0
Softball	3
Little League	0
T-ball	0
Soccer	0



**CITY OF LAREDO
PURCHASING DIVISION**

