



Laredo

TEXAS

RFP-2026-023

Temporary Staffing Agency- City of Laredo, Texas

Issue Date: 12/13/2025

Questions Deadline: 12/29/2025 10:00 AM (CT)

Response Deadline: 1/7/2026 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Margarita Bosquez
Address: Purchasing Division
5512 Thomas Ave
Laredo, TX 78043
Phone: (956) 794-1735
Email: mbosquez@ci.laredo.tx.us

Event Information

Number: RFP-2026-023
Title: Temporary Staffing Agency- City of Laredo, Texas
Type: Request For Proposal
Issue Date: 12/13/2025
Question Deadline: 12/29/2025 10:00 AM (CT)
Response Deadline: 1/7/2026 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

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

Ship To Information

Contact: Mario Maldonado Jr.
Address: City Secretary
City Hall
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

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire (CIQ)

[Download](#)

COQ FORM AND INSTRUCTIONS.pdf

COI Form Instructions

[Download](#)

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

[Download](#)

Form 1295- Certificate of Interested Parties.pdf

Form 1295

[Download](#)

Attachment A Wage Schedule 2019.pdf

Attachment A Wage Schedule 2019

[Download](#)

Attachment B - City of Laredo Drug and Alcohol Policy.pdf

Attachment B - City of Laredo Drug and Alcohol Policy

[Download](#)

Requested Attachments

Conflict of Interest Questionnaire

(Attachment required)

Please complete and attach conflict of interest form in order for your submittal to be considered.

Non-Collusive Affidavit

(Attachment required)

Please complete and attach form in order for your submittal to be considered.

Form 1295 - Certificate of Interested Parties

Proposal

(Attachment required)

Bid Attributes

1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

I agree

(Required: Check if applicable)

2 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. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 PROPOSALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email:

jezapata@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 Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through

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

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

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

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

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not 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. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

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

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each 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) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 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, Contractor shall specifically endorse applicable insurance policies as follows:

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

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are 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 award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance 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.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(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.

(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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:
INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance 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.

(i) 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 for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

(o) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

I agree my insurance meets minimum requirements

(Required: Check if applicable)

4 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions

(Required: Check if applicable)

5 Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

I have read and understand this section

(Required: Check if applicable)

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

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

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

I have read and understand this section

(Required: Check if applicable)

7 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Acknowledge

(Required: Check if applicable)

8 Questionnaire Description

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

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

(Required: Maximum 1000 characters allowed)

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

(Required: Maximum 1000 characters allowed)

1
1 **If applicable, list all other names under which the Business identified above operated in the last five years**

(Required: Maximum 4000 characters allowed)

1
2 **State if the Company is a certified minority business enterprise**

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

1
3 **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?

(Required: Maximum 4000 characters allowed)

1
4 **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?

(Required: Maximum 4000 characters allowed)

1
5 **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)

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

17 **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.

18 **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)

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

20 **This is a**
 New Submission Correction Update to previous submission
(Required: Check only one)

21 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

(Required: Maximum 1000 characters allowed)

2 2	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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2 3	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
----------------------	--

2 4	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. <input type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business <i>(Required: Check only one)</i>
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2 5	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 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. <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Optional: Maximum 4000 characters allowed)</i>
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2 6	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business <i>(Required: Check only one)</i>
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2
7

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.

(Optional: Maximum 4000 characters allowed)

2
8

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
9

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.

(Optional: Maximum 4000 characters allowed)

3
0

Question 7. Disclosure of political contributions

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

Not Applicable It applies to my business

(Required: Check only one)

3
1

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.

(Optional: Maximum 4000 characters allowed)

3
2 **Updates on contributions required**
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

3
3 **Question 8. Disclosure of Conflict of Interest**
Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?
 I am aware of conflict of interest I am not aware of any conflict of interest
(Required: Check only one)

3
4 **8. Disclosure of Conflict of Interest**
If you selected I am aware of conflict of interest is question 8, please list them in this section.

(Optional: Maximum 4000 characters allowed)

3
5 **Question 9. Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
 I have read and understand this section
(Required: Check if applicable)

3
6 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.
 I have read and understand this section
(Required: Check if applicable)

3
7 **Question 11. Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.
 I have acknowledge that I have been advised
(Required: Check if applicable)

3
8

Question 11. Oath

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

(Required: Maximum 4000 characters allowed)

3
9

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)

Bid Lines

1

The City of Laredo, Texas is soliciting proposals from qualified vendors to provide temporary staffing for the City of Laredo Departments subject to the terms and conditions and other contract provisions.

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

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids **will not be considered.**

Hand Delivered proposals may be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 7, 2026 and all proposals received will be opened and publicly acknowledged at 10:00 AM on January 8, 2026.

If hand delivered bid, it must be submitted in a sealed envelope clearly marked: RFP-2026-023 Temporary Staffing Services - City of Laredo

General Requirements:

The City of Laredo is requesting proposals for awarding a contract for temporary staffing agency to provide temporarily assigned personnel for various City of Laredo departments. The purpose of this contract is to establish two providers to provide qualified temporary assigned personnel as may be required by City departments throughout the contract period. The needs of the City shall govern the number of services requested by the City during contract period.

The type of employees required can vary from administrative personnel and office clerks doing inside office work to service workers performing outside manual work. The City will provide the minimum qualifications for each position. The contract vendor(s) will provide a pool of potential employees. From that pool of potential personnel, the City of Laredo will choose the best suited for the position.

Currently, the City has approximately 17 temporary personnel working approximately 680 hours per week. The estimated weekly payroll for these temporary staffing agency employees is \$10,761.16.

A temporary staffing agency employee may not be assigned to the City of Laredo for more than 9 months or 1,460 hours (whichever comes first) for the duration of this contract. After completion of the nine (9) months or 1,460 hours, a temporary staffing agency employee may not be reassigned to the City of Laredo for a period of one (1) year. Temporary staffing agency employees will not drive city owned vehicles, personal vehicles for

business use, and/or motorized equipment under any circumstances during their assignment with City of Laredo. Temporary staffing agency employees temporarily assigned with the City of Laredo are prohibited from performing cash handling duties.

Purpose and History

Temporary staffing agency employee(s) must be able to work flexible schedules and various shifts. Hours of work shall normally be eight (8) hours per day Monday through Friday, 8 a.m. to 5 p.m. The city requires a minimum of four (4) hours per worker per day unless worker abandons job duties, notifies respective City of Laredo supervisor, and/or has an emergency, or the city cancels order two (2) hours in advance. Other hours and work on a City of Laredo observed holiday may be arranged if approved by the City's Department Director.

History: The City of Laredo is a city located in the north bank of the historical Rio Grande River with a population of 262,701 and is a Home Rule municipality governed by a Council-Manager form of government. The City Council is the City's Legislative body and is composed of single-member districts and campaigns have no party affiliations. There are eight City Council Members and a Mayor directly elected by citizens at-large. The citizens elect each to a four-year term.

The City Council appoints the City Manager who is the chief administrative and executive officer of the City. The City Manager has responsibilities for guiding and directing day-to-day operations as well as providing strategic research, recommendations, and management leadership to the City Council on budget, programs, policies and services. The City Manager implements the organization's administrative responsibilities with a strong team of professional department heads, and four Assistant City Managers, and a Deputy City Manager. The City has 27 departments and employs approximately 3,062 employees.

Responsibility: The temporary staffing agency shall be responsible for the acts or omissions of its temporary employees and agents in performing this contract. The temporary staffing agency shall indemnify and save the City and its officers and employees harmless against any claim arising from said acts or omissions of the temporary staffing agency's employees and agents. The temporary staffing agency shall comply with all federal and state tax laws and withholding requirements. The City of Laredo shall not be liable to the temporary staffing agency or its employees for unemployment or worker's compensation coverage or federal and state tax withholding requirements.

Compliance: In performing this contract, the temporary staffing agency shall comply with any and all applicable federal, state or local law including but not limited to: Occupational Safety and Health, Equal Employment Opportunity, Immigration and Naturalization, The American with Disabilities Act, State Tax and Insurance Law, Affordable Care Act, and the Department of Labor.

Proposers will be responsible for providing medical insurance to eligible temporarily assigned employees (as determined by the Affordable Care Act), and will indemnify the City from any fines or penalties under this requirement. Indicate the cost of medical benefits as a separate line item.

Requirements Prior to Placement: The temporary staffing agency shall provide a Department of Public Safety (MVR), Webb County Sheriff's Office, City of Laredo Police Department, (or respective local entities), and nationwide criminal background check for all temporary workers provided to the City. Reports are not to exceed 30 days from the intended date of assignment. Any negative results will require a disposition on that/those finding(s) and will be shared with the Human Resources Director/designee and respective department director (if applicable) in order to assess records and make recommendations. These services shall be provided at no additional charge to the City. A person is disqualified from working temporarily with the City of Laredo if the person:

- has been convicted of, or pled guilty or nolo contendere (no contest) to any felony for which less than three (3) years have elapsed since the date of conviction, the date of release from confinement imposed from the conviction, or the date of completion of probation or parole, whichever is the later date;
- has been convicted of, or pled guilty or nolo contendere (no contest) to multiple misdemeanors, excluding traffic violations, for which less than two (2) years have elapsed since the date of conviction, the date of release from confinement imposed upon the conviction, or the date of completion of probation or parole, whichever is the later date;

- has been convicted of, or plead guilty or nolo contendere (no contest) to violence/assault charges, for which less than two (2) years have elapsed since the date of conviction, the date of release from confinement imposed upon the conviction, or the date of completion of probation or parole, whichever is the later date;
- is a registered sex offender;
- failed to register as a sex offender when required to do so;
- is the subject of an outstanding arrest warrant;
- is the subject of a pending criminal offense other than a traffic violation;
- Has a background check returned with information regarding any of the items listed above that has not been disclosed where requested;

Note: The City reserves the right to disallow other types of offenses if such offense is shown to be a concern for the type of work performed. (e.g. theft when the position requires the handling of money)

Once all background check and MVR step has concluded, the temporary staffing agency must require for selected individuals to provide a current picture ID and undergo a 10 panel drug and alcohol test as required by City of Laredo (dipstick testing will not be acceptable) and testing must be completed within 24 hours of notification. Anyone who fails to comply with Drug and Alcohol requirements will be automatically disqualified for assignment for a minimum of two (2) years with the City of Laredo.

The results of this screening shall be sent to Public Health Department Employee Health & Wellness Division.

Uniforms: The temporary staffing agency will provide their employees with uniforms with the temporary staffing agency's logo (if applicable) and identification cards. The City of Laredo may provide non-logo uniform shirts (if applicable and available).

Trainings and Personal Protective Equipment (PPE): The temporary staffing agency will provide job related safety trainings and essential personal protective equipment deemed necessary by the City of Laredo. The City of Laredo may provide safety boots and personal protective equipment (if applicable and budget availability by the requested department).

The City of Laredo will not agree to the following charges/conditions:

- Proposers will be responsible for providing medical insurance to eligible temporarily assigned employees (as determined by the Affordable Care Act) and will indemnify the City from any fines or penalties under this requirement. In your pricing response, please indicate the cost of medical benefits as a separate line item.
- The City of Laredo will not be responsible for monitoring temporarily assigned employees work hours. The temporary staffing agency must have their own timekeeping system. All manual and/or digital timecards will be the responsibility of the temporary staffing agency.
- The City of Laredo will not allow temporarily assigned employees to work for more than nine (9) months or 1,460 hours, whichever occurs first. (Any overtime worked will count towards these hours at 1.5 x)
- If a temporary employee is: a) Determined unsatisfactory by a city administrator, or b) Fails to report to work on time, the City reserves the right to terminate the employee and request that a replacement employee be sent as soon as all criteria has been met. The City's contract administrator may request the temporary staffing agency to remove any temporary employee at any time.
- The City will not pay a security deposit.
- The City of Laredo will not pay for drug and alcohol testing fees.
- The City of Laredo will not pay for criminal background checks nor motor vehicle records (MVRs).

Client Conversion: In the event a temporary worker provided by the Contractor is subsequently hired by the City of Laredo, the Contractor shall have no right to claim damages for breach of contract and the City shall not be liable for any fee as a result of the hiring.

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 Attribute number 3.0 of these specifications.

Qualified Temporarily Assigned Personnel:

- The temporary staffing agency shall provide trained and qualified personnel to meet the necessary skills and duties.
- The temporary staffing agency employees shall be assigned to a specific area and used exclusively in that position. The City will request interviews prior to placement of personnel.
- All temporarily assigned employees shall meet the City of Laredo minimum position requirements for the requested work assignments.

Categories of Temporary Staffing Agency Personnel:

- Manual Trade Staff (as per City of Laredo position requirements)
- Clerical/Technical Staff (as per City of Laredo position requirements)
- Administrative Staff (as per City of Laredo position requirements)

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. 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.

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 points, in evaluating the proposals:

- Reputation of bidder, overview of company, business strategy. Minimum of three (3) references. **25 points**
- An evaluation of pricing to the City of Laredo. **30 points**
- The extent to which the services meet the City of Laredo's needs. Provide affidavit of financial ability to process payroll requirements of this contract. **25 points**
- The bidder's past relationship with the City of Laredo/other governmental agencies. List governmental agencies and amount of monthly payroll. **20 points**

Total points 100

Additional Information:

This addendum addresses the Local Vendor Preference and adds the following provision to the evaluation process for this solicitation:

In accordance with Ordinance No. 2018-O-175, bonus points will be awarded to qualifying local businesses in addition to the existing evaluation criteria:

- A respondent that is a local business headquartered within the incorporated limits of the City will receive ten (10) bonus points.
- A respondent that is a local business not headquartered within the incorporated limits of the City will

receive five (5) bonus points.

These bonus points will be applied after the evaluation of all standard criteria and may enhance a respondent's overall score. The determination of a respondent's eligibility for Local Vendor Preference shall be made in accordance with the definitions and requirements set forth in Ordinance No. 2018-O-175.

All other terms and conditions of the solicitation remain unchanged.

Indemnification: It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

Release: It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

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.

Term of Contract: The term of this contract shall be for a period of two (2) years beginning as of the effective date of the contract. The contract may be extended for three (3), additional one (1) year periods each upon mutual agreement of the City and the vendor, subject to budget appropriations. 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. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall be bound by the terms of the bid documents and contract. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be extended on a month-to-month (maximum of 3 months) - basis until a new contract is awarded.

Award of Contract: Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which are attached and made part of these specifications. This contract will be awarded to the bidder (s) that provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas -Local Government Code. Two (2) vendors may be selected. The City reserves the right to accept or reject, in whole or in part, any or all bids/proposals and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City. An Offer that takes exception to a material requirement of any part of the solicitation, including terms and conditions or prices, may be rejected. Execution of Contract The Laredo City Council may authorize the City Manager or designee to award the Contract to the successful

Proposer(s) and will designate the successful Proposer(s) ("Contractor") as the City's provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the City without the authorization of the City Manager or designee and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney's Office and executed by the City Manager or designee. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule. The 24,480 yearly hours listed in the bid request are estimates for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo reserves the right to purchase hours at the fixed hourly rate submitted within the contract term from the effective date of the contract as needed and budgeted for by City departments.

Termination of Contract: The City of Laredo City reserves the right to terminate the contract, with 30 day written notice, in the event the awarded proposer performs any of the following prohibited practices, and violates this specification:

- By failing to pay insurance, liens, claims, or other charges.
- By the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- By violation of any provision of the agreement.
- By repeated instances of failing to respond in a timely manner to City complaints, issues or questions.
- By the repeated occurrence of undesirable practices.

Such termination is in addition to and not in lieu of any other remedies that the City may have in law or equity. Proposer, in submitting this proposal, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the proposer in default.

Management: Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

Supplier Notes: _____

Additional notes
(Attach separate sheet)

2 Package Header

Bid pricing shall be a cost-plus format.

The City requests that the personnel assigned for this contract be paid the wages indicated, by the successful temporary staffing agency.

Wage schedule Chart attached on the attachment tab.

Provide proposed percentage for all the services listed:

- Manual Trade Staff
- Clerical/Technical
- Administrative Staff

Total: \$

Supplier Notes: _____

Additional notes
(Attach separate sheet)

Package Attributes

1. Cost of Medical benefits

Proposers will be responsible for providing medical insurance to eligible temporarily assigned employees (as determined by the Affordable Care Act), and will indemnify the City from any fines or penalties under this requirement. Indicate the cost of medical benefits.

(Required: Maximum 4000 characters allowed)

Package Items

2.1 Manual Trade Staff - Contractor percentage mark-up.

(Response required)

Supplier Notes: _____

Total: %

Additional notes
(Attach separate sheet)

2.2 Clerical / Technical Staff - Contractor percentage mark-up.

(Response required)

Supplier Notes: _____

Total: %

Additional notes
(Attach separate sheet)

2.3 Administrative Staff - Contractor percentage mark-up.

(Response required)

Supplier Notes: _____

Total: %

Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature