

FY25-048 McWilliams Governmental Affairs McWilliams Governmental Affairs Supplier Response

Event Information

Number: FY25-048

Title: State Legislative & Lobbying Consulting

Type: Request For Proposal

Issue Date: 2/26/2025

Deadline: 3/13/2025 05:00 PM (CT)

Notes: Bidders are strongly encouraged to submit their bids electronically

through use of Cit-E-Bid or in person - hand delivery. Mailed

Proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile

proposals will not be considered.

Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on March 13, 2025 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on

March 14, 2025.

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.

Contact Information

Contact: Karen Covarrubias Address: City Manager's Office

City Hall

1110 Houston St. Laredo, TX 78043

Phone: (956) 791 x7304

Email: kgarza2@ci.laredo.tx.us

McWilliams Governmental Affairs Information

Contact: Taylor Zavala Address: 1220 Colorado

Suite 100

Austin, TX 78701 (512) 477-4677

Email: dan@mcwilliamstexas.com

Web Address: http://www.mcwilliamstexas.com/

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

Daniel Brookhart Mays dan@mcwilliamstexas.com

Signature Email

Submitted at 3/13/2025 01:50:35 PM (CT)

Supplier Note

Phone:

We do not have any conflicts of interest but included the Conflict of Interest form for completeness and left the fields blank or said "no" to any conflicts. Just FYI as to why that attachment was included.

Requested Attachments

Non-Collusive Affidavit Form non-collusive affidavit laredo.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

No response

Form 1295 is to be submitted upon award of bid.

Conflict of Interest Form conflict of interest questionnaire

city of laredo.pdf

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

vertical freeds to dedicate in there is a commencer interest, or a form has to be dustricted with your response.

Proposal McWilliams RFP Response Laredo State Legislative Lobbying and

Consulting 2025.docx

A proposal must be submitted based on the Submittal requirements section 4.0 PROPOSAL FORMAT

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

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

result in disqualification of the offer involved.

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

8.0 VENDOR DISCOUNTS

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

9.0 INTENT OF CONTRACT

- (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
- **10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. Definition of best value criteria as per The Institute for Public Procurement is:

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not 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

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.
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- ✓ I agree my insurance meets minumum requirements

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 it 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

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.

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

7 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 ".

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

Offeror: McWilliams Governmental Affairs Consulting, Inc. Name of Person Authorized to sign bid: Dan Mays, Senior Counsel Phone Number: 512-477-4677

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

McWilliams Governmental Affairs Consulting, Inc. was established on the date of November 18th, 1999 and has been under that name ever since, for a total of just over 25 years plus 3 months.

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

McWilliams Governmental Affairs Consulting, Inc. has not operated under any other names in the last five years.

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 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?

1) No. 2) No. 3) No. 4) No. 5) No.

Questions Part 2

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

1) No. 2) No. 3) No.

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State if the Company is a certified minority business enterprise

This company is not a certified minority business

1 5

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.

1

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.

1

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

1 Di

Disclosure Form

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

1

This is a

New Submission

2

Question 1. Name of person submitting this disclosure form

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

Daniel B. Mays

2

Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

a) Request For Proposal F25-048 State Legislative & Lobbying Consulting b) City of Laredo Purchasing

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

The name of the entity seeking a contract with the City is McWilliams Governmental Affairs Consulting, Inc.

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.

Not Applicable

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.

No response

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

Not Applicable

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.

Our firm will not use any subcontractors for this contract.

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

Not Applicable

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.

Our firm has not retained any outside entities to assist in seeking this contract.

2 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 of 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

3 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.

No response

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 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 not aware of any conflict of interest

3 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.

No response

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

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 nocontact 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

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

3 Question 11. Oath

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

1) Dan Mays 2) Senior Counsel 3) McWilliams Governmental Affairs Consulting, Inc. 4) March 13th, 2025

3 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

Bid Lines

- The City of Laredo (hereinafter called "City") is soliciting Proposal(s) (RFP's) from firms who are interested and qualified to provide State Legislative and Lobbying Consulting Services. It is the intent of the City of Laredo to select a single consultant to accomplish all the services outlined in this Request for Proposal.
- 1.0 Scope of Work: The City of Laredo invites all interested, qualified firms with municipal experience to submit a proposal to provide professional consulting services for representing the City of Laredo on legislative matters at the State level for projects identified by Council. The lobbying services shall include, but not be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work identified in this Request for Proposal (RFP). Any response to this solicitation must be submitted in accordance with the requirement set forth in this document. Proposals will be accepted from interested parties, companies, firms or individuals which meet the requirements set out herein.
 - 1.1 All questions for this proposal shall be submitted via Cit-E-Bid Questions Tab, questions deadline is March 4, 2025 at 12:00 p.m.
 - **2.0 Scope of Services and Performance:** Under the direction of the Laredo City Manager, the selected consultant shall provide professional support and assistance on a regular and continuing basis to accomplish the following:
 - a. Provide assistance, as needed, in the development and implementations of City of Laredo's (COL) legislative program prior to the beginning of each legislative calendar.
 - b. Monitor and report, through Texas Legislative Information Service (TLIS) or a similar service, on legislative activities that are germane to municipal government in general and to COL in particular.
 - c. Provide technical and logistical support for COL to meet with appropriate stakeholders, officials, and legislators.
 - d. Provide professional counsel and legislative monitoring, and analysis of education legislation, policies, regulations, and other activities that impact COL.
 - e. Work with diverse groups to draft legislation, maximize appropriations, identify new legislative funding opportunities to assist in the development and implementation of legislation germane to municipal government, and policies and regulations favorable to COL.
 - f. Provide assistance in preparing briefing information, notes, testimony, letters, or legislation, as needed, to advance the interests of COL before legislative bodies.
 - g. Facilitate appropriate communications providing timely updates to the Laredo City Manager on key issues affecting municipalities and legislation, as appropriate.
 - h. Facilitate and/or attend Virtual Meetings. Consultant must be amenable, accessible and available through Virtual Meetings; able to attend, initiate set up and/or participate in Meetings Virtually. (via Zoom, Webex, Google meet, etc.)
 - i. Attend meetings of the Laredo City Council, as necessary, to assist city management in providing information on legislation.
 - j. Maintain a level of awareness and knowledge of COL programs, activities and policies necessary to conduct all of the above.
 - k. During the term of the agreement, maintain a business office or residence in Austin, Texas.
 - I. Participate and handle range of related activities as further detailed in Sec. 2.4.
 - 2.1 The successful firm will have municipal experience in providing lobbying services at the State level to assist the City of Laredo in developing an agenda and securing funding. This agenda will include areas of general municipal government, including but not limited to: telecommunications, sanitation waste disposal, parks and recreational services, economic development, streets and transportation, sanitary sewer, stormwater, infrastructure, health, animal control, police and fire services, homeland security, grants, legislative issues that restrict the powers of local government such as eminent domain and annexation, and other issues affecting municipalities as more fully described in this RFP.
 - 2.2 The successful firm must agree to be available at all times upon reasonable request to meet with City Council, City staff and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government. It is expected that the successful firm will review and understand the agendas of the House and Senate leaders at the State level in order to assist the City to strategically seek funds. 2.3 The successful firm will work collaboratively with the City of Laredo City Council, City Manager and designated staff to develop the City's State program and represent the City's interests in Austin, Texas.

- 2.4 The successful firm will handle a range of activities including, but not limited to:
- 1. Work closely with the City Council, City Manager, and key staff to develop a detailed strategic plan, to be referred to as the City of Laredo State Legislative Program, for acquiring appropriations and funding for the City of Laredo.
- 2. A minimum of two (2) meetings will be required in the City of Laredo to assist in the development of the City's State Legislative Program. Status updates will be presented to the City Council on a semi-annual basis and asneeded or required throughout the term of the Contract.
- 3. Identify State grant opportunities; draft funding/grant applications in collaboration with the City, which addresses specific funding needs of the City; monitor and facilitate the progress of funding/grant applications through appropriate state agencies on behalf of the City, when requested.
- 4. Assist the City in the preparation of appropriations requests and required sub-committee forms.
- 5. Identify and aggressively act to obtain funding for the City of Laredo projects.
- 6. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legal and legislative expertise and consulting services.
- 7. Review the legislative policy statements adopted by the Texas Municipal League, National League of Cities and other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
- 8. Identify other state legislation of interest to the City, monitor action on these initiatives, and advocate the City's interest when appropriate.
- 9. Monitor State legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues with the City's adopted Legislative Program are considered, as well as other issues that may arise that affect the City.
- 10. Work with the City Council, City Manager and designated staff to develop special or general legislation in keeping with, or supportive of, the City adopted Legislative Program.
- 11. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
- 12. Testify and lobby before State legislative and appropriations committees as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings. Assist City Mayor, Council Members and Staff when testifying.
- 13. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's Legislative Program.
- 14. Coordinate appointments or meetings between the City Council, other designated individuals, and Congressional leaders.
- 15. Assist the City in drafting any needed letters to State Congressional leaders regarding issues of interest and concern to the City of Laredo.
- 16. Provide written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.
- 17. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State policies or programs that affect the City and its citizens either directly or indirectly.
- 18. While the Legislature is in Session, a written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggestion action that City staff or elected officials may implement.
- 19. A written report that summarizes the status of the City's Legislative Program shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.
- 20. When the Legislature is not in Session, the successful firm shall provide periodic reports (at least monthly) on issues of interest or concern to the City. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.
- **3.0 Term of contract**: the term of this contract shall be one (1) year with three (3) one-year renewal options upon mutual agreement.
- 3.1 Evaluation Criteria All submittals shall be evaluated to determine which proposal best meets the needs of the City of Laredo. The following criteria will be used to evaluate and rank submittals (criteria presented in order of importance):

Criteria Poi nts

Qualifications and experience

Rates and expenses

Methodology including technical approach and understanding of the scope of the project.

References

Rating of Definitions for 10 point Method

Poin Rating Definition

O Unsatisfactory Does not satisfy criteria in proposal

Very Poor to Unsatisfactory

2 Very Poor Meets elements of some criteria minimally.

3 Poor to Very Poor

4 Poor Meets some criteria at minimum acceptable level

5 Average to Poor

6 Average Adequately meets most criteria

7 Good to Average

8 Good Exceeds minimum criteria

9 Very Good Provides benefits to the entity in addition to all required

criteria

10 Excellent Exceeds all required criteria and provides additional

benefits in most areas

4.0 Proposal Format. We strongly encouraged Vendors to submit proposals electronically through Cit-E-Bid. The City of Laredo requires comprehensive responses to every section within this RFP. Proposal shall include in its proposal the following:

- a) Cover Letter. On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the cost proposal.
- b) Qualifications and experience:
- 1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm. Provide an organizational chart indicating the positions and names of the core management.
- 2. Include any professional designations and affiliations, certifications and licenses, etc.
- 3. Describe the experience of the firm in the last thirty six (36) months in performing consulting services in similar size and scope.
- 4. The same information must be provided for any associate firm or sub-consultant.
- 5. Specify the firm's particular area of expertise and how those strengths will benefit the City of Laredo.
- 6. Specify what unique characteristics set the firm apart from others who perform the same or similar functions.
- c) Rates and expenses:
- 1. Provide a detailed fee schedule. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable).
- 2. Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- 3. Consultants may submit proposals based on a lump sum basis payable monthly over the course of the year or on an hourly fee basis. All proposals must include a maximum not-to-exceed amount. Expenses not specifically listed will not be considered.
- 4. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.
- 5. Provide an hourly rate for State lobbyist activities to be utilized on an "as need basis."
- d) Methodology including technical approach and understanding of the scope of the project.
- 1. Proposals must include a narrative description of the Firm's plan for accomplishing the work and services to be provided to the City; must include details/approach used to accomplishing Virtual Meetings. (including times of Pandemics).

- 2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
- 3. Proposals shall identify progress reports that will be made available during the process and key decision points.
- 4. Proposals shall clearly distinguish the Firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.
- e) References:
- 1. Provide references for similarly successful projects from five current governmental agencies, including the name of the agency, contact name, telephone, fax and email address.
- **5.0 Financial Responsibility.** The City shall not be responsible in any manner for the costs associated with the submission of your request for proposal (RFP). The RFP, including all drawings, plans, brochures, photographs and other materials submitted shall become the property of the City upon receipt by the City. The City shall have the right to copy, reproduce, publicize or dispose of each RFP in any way the City elects. The City's Obligations: 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. The City reserves the right, in its sole discretion, to select one or more qualified responses to this RFP without discussion of responses with the respondents. The City also reserves the right to reject any or all submitted proposals.
- **6.0 Rights of Negotiation**, Withdrawal, and Rejection. Upon the approval of a successful respondent, the City will proceed with negotiations and attempt to finalize a Contract with the successful respondent. The City of Laredo reserves the right, in its sole discretion, and at any time upon failure of negotiations, to reissue or withdraw the RFP rather than continue with negotiations.
- **7.0 Acceptance of Terms and Condition**. Submission of the RFP shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated herein (The City of Laredo's General Terms and Conditions contained in this RFP). All RFPs must include all required documents including forms, appendices, and other specifications.
- **8.0 Cover Letter** Include a cover letter with the name and address of the firm and names, titles, telephone and email addresses of the person (s) who will be authorized to represent the respondent. If the property is owned by various parties, an affidavit must be included with the proposal signed by all parties that they are in agreement with the donation, sale or combination (donation/sale).
- **9.0 Proposal.** The proposal shall contain a statement that the RFP is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham RFP, or any other person, firm or corporation to refrain from responding, and that the respondent has not in any manner sought by collusion to secure for itself an advantage over any other respondent.
- **10.0 Applicable State and Local Requirements** The final contract negotiated by the City of Laredo shall be governed by the State of Texas laws and local ordinances.

Response Total: 0