



## **RFP FY25-011 Addendum 2**

### **Carbyne, Inc.**

### **Supplier Response**

#### **Event Information**

Number: RFP FY25-011 Addendum 2  
Title: Next Generation 9-1-1 Cloud Native Solution - City of Laredo  
Type: Request For Proposal  
Issue Date: 10/19/2024  
Deadline: 11/7/2024 05:00 PM (CT)  
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

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

#### **Contact Information**

Contact: Amanda K. Tienda  
Address: IST - 911 Regional

912 Matamoros St.  
Laredo, TX 78040  
Phone: (956) 794-1788  
Email: [atienda@ci.laredo.tx.us](mailto:atienda@ci.laredo.tx.us)

## Carbyne, Inc. Information

Contact: Cara Vermillion  
Address: 45 W 27th Street  
Floor 2  
New York, NY 10001-7065  
Phone: (212) 380-1129  
Email: carav@carbyne.com  
Web Address: www.carbyne.com

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

John Rucker, Chief Financial Officer

Signature

Submitted at 11/7/2024 03:32:33 PM (CT)

johnr@carbyne.com

Email

## Response Attachments

### Carbyne Executed Form CIQ.pdf

Executed Form CIQ

### Carbyne Executed Form 1295.pdf

Executed Form 1295

### Carbyne Executed Affidavit.pdf

Executed Affidavit

### Carbyne Response to City of Laredo\_Executed.pdf

Executed Response package

## Bid Attributes

### 1 Addendum

Addendum Requires Acknowledgement

Addendum #1 - added the equipment list

Addendum #2 - extended the closing date to November 7, 2024 @5:00 pm and opening date to November 8, 2024 @ 2:00 pm

☒ Acknowledge

### 2 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

### 3 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 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

#### 4 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.

☒ I agree my insurance meets minumum requirements

## 5 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



## 6 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

<b>7</b>	<b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b> <b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b> Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section
<b>8</b>	<b>Questionnaire Description</b> "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 ".
<b>9</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> <div style="border: 1px solid black; padding: 2px;">Carbyne, Inc. John Rucker, Chief Financial Officer</div>
<b>10</b>	<b>State how long under has the business been in its present business name</b> <div style="border: 1px solid black; padding: 2px;">Carbyne was established in July 2014 and incorporated in the state of Delaware in August 2016.</div>
<b>11</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> <div style="border: 1px solid black; padding: 2px;">N/A</div>
<b>12</b>	<b>State if the Company is a certified minority business enterprise</b> 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.
<b>13</b>	<b>Questions Part 1</b> 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? <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">There is no pending litigation against the Business. The Business has never been debarred, suspended, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting. There are no pending proceedings related to the Business' public contracting and no surety agreements requested or required by the government</div>
<b>14</b>	<b>Questions Part 2</b> 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? <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">None</div>

<b>1 5</b>	<b>State if the Company is a certified minority business enterprise</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">This company is not a certified minority business</div>
<b>1 6</b>	<b>Conflict of Interest Disclosure</b> <p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <a href="http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict forms.htm</a>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks &amp; Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.</p>
<b>1 7</b>	<b>Conflict of Interest Questionnaire Form CIQ</b> <p>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>
<b>1 8</b>	<b>Conflict of Interest Questionnaire</b> <p>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?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Yes</div>
<b>1 9</b>	<b>Disclosure Form</b> <p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
<b>2 0</b>	<b>This is a</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">New Submission</div>
<b>2 1</b>	<b>Question 1. Name of person submitting this disclosure form</b> <p>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Carbyne L Vermillion, Sales Operations Team Manager</div>
<b>2 2</b>	<b>Question 2. Contract Information</b> <p>Please include the following: a)Contract or Project Name b)Originating Department</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Next Generation 9-1-1 Cloud Native Solution City of Laredo</div>

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

Carbyne, Inc.

**24 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

**25 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.

Not applicable.

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

It applies to my business

**27 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.

Western States Communications

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

Not Applicable

**29 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.

Not applicable.

**30 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

**31 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.

Not applicable.

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 not aware of any conflict of interest

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.

Not applicable.

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

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

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

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

John Rucker, Chief Finacial Officer, Carbyne, Inc. November 7, 2024

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

**Bid Lines**

1

The City of Laredo invites interested parties to submit proposals to upgrade existing E9-1-1 equipment currently deployed for multiple counties of the South Texas Region, including Webb, Jim Hogg, Starr and Zapata Counties,

subject to the terms and conditions and other contract provisions.

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

Bidders are strongly encouraged to submit their bids 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. Hand Delivered bids may be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on November 7, 2024 and all bids received will be opened and publicly acknowledged at 2:00 pm on November 8, 2024.

If hand delivered bid, it must be submitted in a sealed envelope clearly marked: FY25-011 - Next Generation 9-1-1 Cloud Native Solution - City of Laredo

Scope of Work:

City of Laredo 9-1-1 Regional Administration

Next Generation 9-1-1 Cloud Native Solution

Table of Contents

1. Purpose of Request
2. Procurement Schedule
3. Scope of Product
4. System Requirements
5. Format For Proposal
6. Evaluation Criteria

## **1.0 PURPOSE OF REQUEST:**

The City of Laredo, as Administrators for the South Texas Development Council, 9-1-1 Regional Administration (referenced throughout this document as the “9-1-1 Regional Administration”) is seeking proposals to upgrade existing E9-1-1 equipment currently deployed for multiple counties of the South Texas Region, including Webb, Jim Hogg, Starr and Zapata Counties. There are eight (8) 9-1-1 Public Safety Answering Points for these four (4) counties. This Request for Proposals (RFP) will endeavor to describe the current equipment and network as well as provide requirements to upgrade the network and equipment. The goal of the upgrade is to position these Public Safety Answering Points (PSAPs) for the next generation of Enhanced 9-1-1 (NG9-1-1) voice and data delivery through a robust redundant private 9-1-1 Internet Protocol (IP) network.

Proposals may include solutions for 9-1-1 call answering hardware/software and GIS mapping software/hardware, or either component. The vendor must ensure that all hardware and software integrate efficiently with other components. The 9-1-1 Regional Administration prefers equipment solutions that support open non-proprietary interfaces. Each vendor must state clearly if proprietary data formats exist on application interfaces or network interfaces that may prevent or limit integration with another vendor’s product. This RFP does not include Next Generation Core Services.

## **2.0 PROCUREMENT SCHEDULE:**

The 9-1-1 Regional Administration is guided by the following schedule:

- Publish RFP 10/19/2024 and 10/26/2024
- Vendor questions due 10/29/2024
- Proposals due 11/5/2024 at 5:00 pm
- Proposals opening date: 11/6/2025 at 10:00 am
- Evaluation 11/07/2024 - 11/13/2024
- Decision 11/15/2024

## **3.0 SCOPE OF PROJECT:**

There are currently eight (8) existing Public Safety Answering Points (PSAPs) in the South Texas Region. Currently, eight (8) PSAPs are served by the Intrado Viper VoIP 9-1-1 ANI/ALI system. 9-1-1 call mapping is provided by Intrado's Spatial Command and Control (SCC) product. These PSAPs are connected by Virtual Private Network from the remote sites to the two (2) main host sites. The goal of the 9-1-1 Regional Administration is to provide the most efficient Next Generation E9-1-1 service in a timely manner within budget. The 9-1-1 Regional Administration is also interested in remote host and cloud-based SaaS models that could provide redundant, geographically diverse servers.

#### **4.0 SYSTEM REQUIREMENTS:**

4.1 9-1-1 Position Hardware – 26 positions (Please price position hardware but the 9-1-1 Regional Administration reserves the right to purchase this hardware locally to meet the vendor's specifications).

- 4.1.1 All workstations should come with the latest version of Windows software installed with up-to-date patches.
- 4.1.2 Monitors with mounts, per position.
- 4.1.3 External multi-functional keypad
- 4.1.4 External interface to logging recorder at each PSAP

4.2 Locations of 9-1-1 answering points and number of positions in the region 26 Total Positions

4.2.1 Laredo PD - 8 Workstations

4.2.2 Webb PD - 4 Workstations 4.3.3 Roma PD - 2 Workstations

4.2.4 Jim Hogg PD - 2 Workstations

4.2.5 Zapata PD - 2 Workstations

4.2.6 Rio Grande - 2 Workstations

4.2.7 Starr County - 2 Workstations

4.2.8 Back Up/Training Center - 4 Workstations

4.3 All equipment shall meet or exceed the latest applicable standards of the FCC, EIA, TIA, IEEE and NENA's NG9-1-1 standards at the time of proposal. In addition, the equipment shall conform to the requirements of the local telephone company with respect to the audio levels and control voltages presented to their lines. The vendor shall certify that the equipment being offered meets or exceeds all requirements specified.

4.4 The servers for this system should be geo-diverse and fully redundant. The system shall not fail given any one data server or telephony server malfunctions. Failure, in this context means the system will drop an active 9-1-1 call or prevent the presentation and answering of a new 9-1-1 call. Please describe how your product functions when a major component goes offline or fails. The servers can be local, remotely located in a vendor maintained location or cloud based SaaS.

4.5 The system shall not be disabled when software patches or updates are implemented. Failover from one server to another due to malfunction should happen automatically without manual intervention. Manual failover for maintenance purposes should not impact active call-takers. Please explain in detail the failover process for your product.

4.6 The system should be able to accommodate up to four (4) admin lines per location.

4.7 The system should be equipped to receive, process, store and forward multimedia data including voice, text, video and photos. Please describe how your product manages multimedia data.

4.8 Additional features that help streamline the call-taker's workflow are desirable. Language translation software and abandoned call auto-notify options are examples of these type features. Please describe these types of options available with your product.

4.9 The proposed system shall allow for additional positions to be added without 100% downtime. The Vendor will describe the method in which the system can expand with additional positions.

4.10 The 9-1-1 Regional Administration seeks an open architecture that does not rely on proprietary

components. Understanding that i3 is an evolving standard, the system should support the Functional Elements used in the i3 architecture for NG9-1-1 as described in the latest version of NENA-STA-010. Please provide information regarding your product's use of these i3 recommendations.

4.11 System providers shall warrant all hardware that is provided as part of their systems for a period of not less than SIX (6) YEARS from the date of installation. The five-year warranty should cover hardware replacement. The vendor shall certify that this warranty shall apply to the end user of the system. The warranty period shall begin upon acceptance by the 9-1-1 Regional Administration.

4.12 Parts support for both repair and system expansion shall be continued for a period of not less than six years from the date of installation of the system. Repair parts (not including cabinet components) shall be available for shipment on an expedited handling basis within 24 hours, 365 days per year including weekends and holidays. The vendor shall provide a 24-hour hotline telephone number for the handling of such orders.

4.13 The vendor or servicing agency must have a 24 X 7 X 365 trouble reporting number. A verbal response is required within one hour of receiving a call for assistance.

4.14 The vendor will also agree to supply technical installation/maintenance training if needed to a 9-1-1 Regional Administration-designated service agency that will be responsible for its maintenance. This agency will be trained to provide prompt repair service should a failure occur and have 24X7 access to the vendor should further assistance be required. This requirement must be answered by the equipment vendor.

4.15 The equipment vendor shall be responsible for the complete installation of the system. The vendor's installers will work in cooperation with the servicing agency personnel (if chosen) so that they are fully trained in both the installation and maintenance of the system. This requirement must be answered by the equipment vendor, as well as the servicing agency, if included.

4.16 The system should have the capability of processing all wireline, wireless Phase I and Phase II, VoIP, Text to 911 including real-time text, and TTY 911 calls, set forth by NENA and the FCC.

4.17 Power supplies should be redundant and distributed. A power related fault in one module should not affect the power supplied to other modules.

4.18 Equipment should allow a four-party voice conference with no discernable audio drop to any party. Equipment should also permit silent barge-in capability for monitoring calls and the ability to split conferenced conversations. The system should provide a method for the call-taker to see the state (active, hold, split, mute, etc.) of each party that is conferenced on a bridge.

4.19 Ability to make internal transfers of 9-1-1 calls, voice and data, to other PSAPs in the system.

4.20 Describe any call data reports available from basic 9-1-1 software without the addition of a MIS package. Describe add-on MIS options.

4.21 Ability to provide Instant Recall Recorder (IRR) on all lines terminated on the 9-1-1 system. Please describe the details of this feature offered by your equipment, such as number of calls or minutes stored, archive ability, media types, accessibility, etc.

4.22 Ability to provide pre-answer data and any abilities to pass pre-answer data to mapping software.

4.23 Ability to accept a master timing signal locally or provided via network.

4.24 A remote maintenance (diagnostics) capability, which duplicates the functionality of the local maintenance terminal, should be provided. Ability to monitor and manage alarms including the connectivity of workstations by maintenance personnel.

## **5.0 FORMAT FOR PROPOSALS**



5.1 Executive Summary Letter: Briefly identify your firm and its qualifications to execute this proposal. Summarize your proposal's strengths; identify suggested alternatives proposed if any, and the reason for the alternative proposal. Give the names and contact information of the people authorized to represent the company in this proposal along with their titles. The letter should be signed by an authorized company representative.

## 5.2 Table of Contents

5.3 Technical Proposal: First supply a line-by-line status on all items in Section 4 Hardware/Software Requirements. Please type your response under each line in italicized text. Acceptable responses are as follows:

- **Comply** – The proposed solution will fully meet the requirement(s), functionality is currently supported in the current product software release.
- **Modify** – The proposed solution complies partially with this requirement; with exceptions explained in detail. If a vendor takes exception but an alternative to the requirement is recommended, the alternative must be explained, and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed nor are they automatic disqualifications.
- **Exception** – Does not and cannot meet criteria.

5.4 Schedule of Work: Provide required timeframes for all phases of the project in a modular form.

5.5 Implementation & Testing Plan: The vendor will present a schedule for implementation and testing of the system.

5.6 Maintenance and Support of Hardware and Software: A six year plan should be outlined that includes all hardware and software. Cost for service personnel that will perform this maintenance, if included, should be a separate line item.

5.7 Site Specific Requirements: List all site requirements and/or recommendations that will insure the stability and performance of the 9-1-1 system such operating temperature requirements, grounding requirements, etc.

5.8 Training: The proposal should provide a detailed outline of administrative and call-taker training. Please include technician installation and maintenance training cost estimates.

5.9 References: The vendor shall provide three references of sites comparable to this proposed solution and using the same hardware and software.

5.10 Unit Costs of Hardware and Software: Every major component must be priced separately per PSAP. Services such as project management, training, etc should also be listed separately. If a vendor is also a network provider, please include the network configuration and cost. If the vendor is not a network provider, provide a description of the network requirements at minimum.

## 6.0 EVALUATION CRITERIA:

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

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

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

- 6.1 The ability of the proposal to meet the needs of the project. (30 points)
- 6.2 Price and payment flexibility (20 points)
- 6.3 Responsiveness and cooperation of the vendor/service organization (25 points)
- 6.4 Ability to meet the 9-1-1 Regional Administration's timeline. (15 points)
- 6.5 References (10 points)

Total Points: 100 points

**TERM OF CONTRACT** The term of this contract shall be for a period of six (6) year beginning as of the date of its execution. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend or terminate this contract under the same terms and conditions beyond the original term on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

**AWARD OF CONTRACT**

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

Price:  Total:

**Response Total: \$1,777,878.42**

CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

John Rucker

Being first duly sworn, deposes and says:

That he/she is Chief financial Officer  
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ 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 SOQ or bid are true.

John Rucker  
Signature of:

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

Subscribed and sworn before me this 4<sup>th</sup> day of November 20 24.

L. Braginsky Browne  
Notary Public

My commission expires:

January 8, 2026

LESLIE BRAGINSKY BROWNE  
Notary Public, State of New York  
No. 02BR6214191, Nassau County  
Term Expires November 30, 20  
January 8, 2026

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

Carbyne, Inc., New York, NY, USA

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

City of Laredo Purchasing

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

RFP FY25-011, Next Generation 9-1-1 Cloud Native Solution

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

5 Check only if there is NO Interested Party.



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

**LESLIE BRAGINSKY BROWNE**  
Notary Public, State of New York  
No. 02BR6214191, Nassau County

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP - SEAL ABOVE  
Term Expires November 30, 2026

Sworn to and subscribed before me, by the said Amir Elichai, CEO, this the 4<sup>th</sup> day of November, 20 24, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Leslie Braginsky Browne  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

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

Carbyne, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

Date