



**AGREEMENT FOR CONTRACT SERVICES BETWEEN  
THE CITY OF LAREDO, TEXAS  
AND  
Vara Hospice LLC DBA Vara Health**

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager ("**City**"), and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **Vara Hospice LLC DBA Vara Health** ("**Provider**"), acting through its duly authorized agent, Jose Alvarado, which maintains a primary business address of 1520 E. San Pedro, Suite 102, Laredo, Texas 78041. The City and **Vara Hospice LLC DBA Vara Health** are hereinafter sometimes referred to as the Parties.

**WHEREAS**, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

**WHEREAS**, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

**WHEREAS**, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

**WHEREAS**, **Vara Hospice LLC DBA Vara Health** has authority to enter into this Agreement and Jose Alvarado has authority to execute this Agreement on behalf of **Vara Hospice LLC DBA Vara Health**; and

**WHEREAS**, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Proposal ("RFP"), which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFP's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFP and/or the bid submitted by provider, **Vara Hospice LLC DBA Vara Health** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (**Exhibit B**).



## **II. TERM**

This Agreement will commence upon execution of this Agreement by both parties and will continue for a (3) three month term. Either party may terminate this Agreement by giving thirty days written notice to the other party. The Agreement may be extended for (1) one additional, (6) months term, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

## **III. DEFAULT**

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

## **IV. RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the relationship of Provider, **Vara Hospice LLC DBA Vara Health** to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

## **V. INDEMNIFICATION**

Provider, **Vara Hospice LLC DBA Vara Health**, covenants and agrees to **FULLY INDEMNIFY DEFEND and HOLD HARMLESS**, the City and its elected officials, employees, officers, directors, volunteers, representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. **IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.**

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, **Vara Hospice LLC DBA Vara Health**, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.



## **VI. COMPENSATION AND INVOICES**

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the total amount of **\$185,802.00** for a period of three 3 months. The total compensation shall not exceed **\$185,802.00**, unless City agrees to pay such additional compensation in a writing signed by both Parties.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFP, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**". However, in no case shall Provider be paid any amount in excess of the **\$185,802.00** in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

## **VII. NOTICES**

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

### **City of Laredo:**

Joseph W. Neeb, City Manager  
1110 Houston Street  
Laredo, TX 78040

### **Vara Hospice LLC DBA Vara Health**

**Owner Name:** Jose Alvarado,  
**Address:** 1520 E. San Pedro, Suite 102  
**City, State, Zip Code:** Laredo, Texas 78041

## **VIII. CORPORATE AUTHORITY**

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or actions, including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.

## **IX. AMENDMENT OR MODIFICATION**

This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

## **X. INSURANCE**

Provider shall maintain insurance consistent with the terms of **RFP FY23-082** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.



## **XI. ASSIGNMENT**

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

## **XII. CONFIDENTIAL INFORMATION**

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

- a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.
- b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.
- c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.
- d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.
- f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.
- g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.
- h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.
- i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.





j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

## **XII. RIGHT TO TERMINATE AGREEMENT**

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

## **XIII. ENTIRE AGREEMENT**

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **RFP FY23-082** and Vendor's response thereto, both of which are attached hereto as "**Exhibit A**" and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **RFP FY23-082** which is attached hereto as "**Exhibit B**", and the City of Laredo's Terms and Conditions ("**Terms and Conditions**") attached hereto and incorporated herein by reference as "**Exhibit C**".

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in "**Exhibit A**" (**Exhibit A: RFP FY23-082** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **\$185,802.00**, under any circumstances.

## **XIV. PARAGRAPH HEADINGS**

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

## **XV. SOLE REMEDY & GOVERNING LAW**

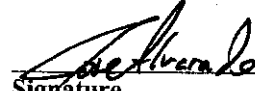
This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.



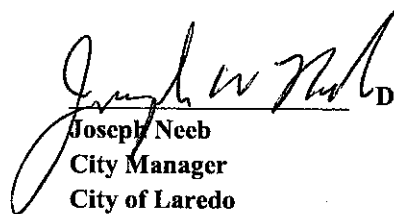
IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

**Vara Hospice LLC DBA Vara Health**  
"Provider"

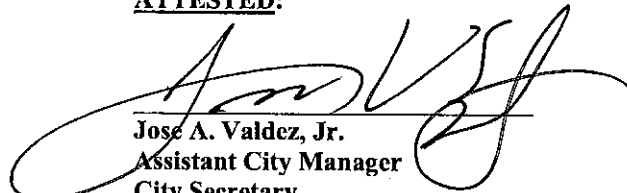
  
\_\_\_\_\_  
Signature

By: Jose Alvarado  
1520 E. San Pedro, Suite 102  
Laredo, Texas 78041  
Telephone: (956) 285-4327  
Fax: (956) 450-7251  
Email: info.varahealth@gmail.com

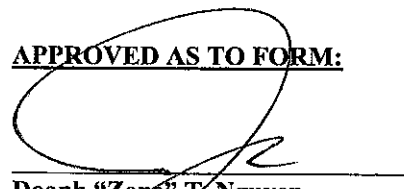
**City of Laredo**  
"Owner"

 Date: 12-5-23  
Joseph Neeb  
City Manager  
City of Laredo

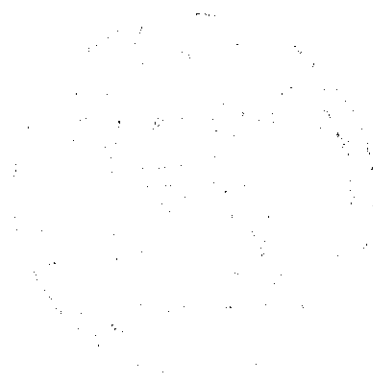
**ATTESTED:**

  
Jose A. Valdez, Jr.  
Assistant City Manager  
City Secretary  
City of Laredo

**APPROVED AS TO FORM:**

  
Doanh "Zone" T. Nguyen  
City Attorney  
City of Laredo







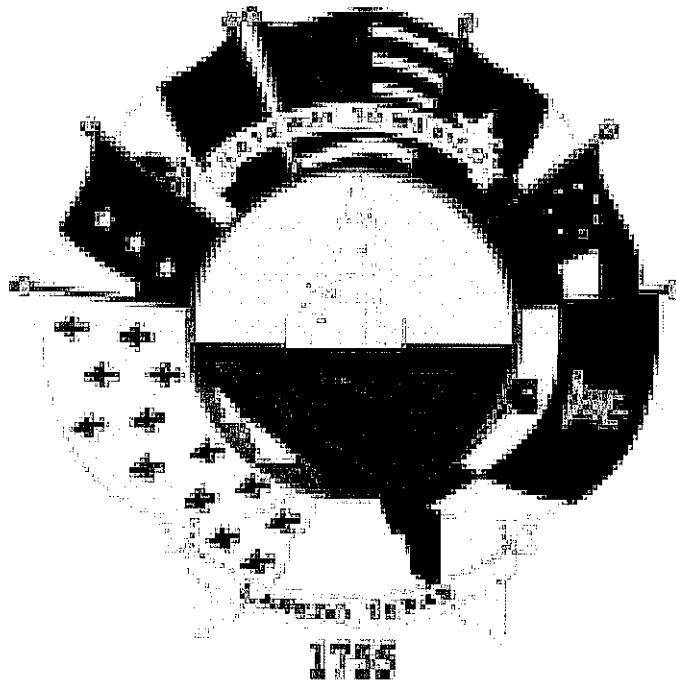


# Scope of Work

## (Exhibit A)







## **FY23-082 Vara Health Supplier Response**

### **Event Information**

Number: FY23-082  
Title: Migrant Emergency Shelter Medical Support - Laredo Fire Department  
Type: Request For Proposal  
Issue Date: 8/28/2023  
Deadline: 9/21/2023 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: Karina L. Caballero  
Address: Fire Department  
616 E. Del Mar Blvd  
Laredo, TX 78045  
Phone: (956) 718-6011  
Email: [kcaballero@ci.laredo.tx.us](mailto:kcaballero@ci.laredo.tx.us)

## Vara Health Information

Contact: Jose Alvarado  
Address: 1520 E. San Pedro, Suite 102  
Laredo, TX 78041  
Phone: (956) 285-4327  
Fax: (956) 450-7251  
Email: info.varahealth@gmail.com  
Web Address: www.vara1.com

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

Jose Alvarado, DNP, APRN, FNP-C

Signature

info.varahealth@gmail.com

Email

Submitted at 9/21/2023 02:48:12 PM (CT)

## Response Attachments

### MD Insurance.pdf

MD Insurance

### NSO Insurance\_Jose Alvarado.pdf

NSO Insurance Individual

### OIG EXCLUSIONS SEARCH RESULTS.pdf

OIG Exclusions

### Vara Health\_Conflict of Interest\_Form 1295\_Affidavit.pdf

Vara Health\_Conflict of Interest\_Form 1295\_Affidavit

### Vara Health rfp\_City of Laredo\_21092023.pdf

Vara Health Request for Proposal (RFP) Details

## 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.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**

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

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

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

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

#### **8.0 VENDOR DISCOUNTS**

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

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

#### **9.0 INTENT OF CONTRACT**

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

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

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 PAYMENT & INVOICING**

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

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

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

#### **12.0 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.

(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

#### 4 Disqualification & Debarment Certification

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

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

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

☒ I certify to the terms and conditions



## 5 Contract Requirements

**1.1 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**

VARA HEALTH, JOSE ALVARADO, 956-285-4327

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

5 years 4 months formed Vara Hospice, LLC

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

VARA HOSPICE, LLC DBA VARA HEALTH

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

1 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**

2 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?

NO

**1 Questions Part 2**

3 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?

NO

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

4 Historically Underutilized Business (HUB)

**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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**1  
6** **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  
7** **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?

**1  
8** **Disclosure Form**

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

**1  
9** **This is a****2  
0** **Question 1. Name of person submitting this disclosure form**

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

**2  
1** **Question 2. Contract Information**

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

**2  
2** **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<b>2</b> <b>3</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>2</b> <b>4</b>	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b> 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.  <div style="border: 1px solid black; padding: 2px;">NONE</div>
<b>2</b> <b>5</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>2</b> <b>6</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.  <div style="border: 1px solid black; padding: 2px;">NONE</div>
<b>2</b> <b>7</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>2</b> <b>8</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> 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.  <div style="border: 1px solid black; padding: 2px;">NONE</div>
<b>2</b> <b>9</b>	<b>Question 7. Disclosure of political contributions</b> 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)  <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
<b>3</b> <b>0</b>	<b>Question 7. Disclosure of political contributions</b> If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.  <div style="border: 1px solid black; padding: 2px;">NONE</div>
<b>3</b> <b>1</b>	<b>Updates on contributions required</b> Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

<b>3</b> <b>2</b>	<b>Question 8. Disclosure of Conflict of Interest</b> 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? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
<b>3</b> <b>3</b>	<b>8. Disclosure of Conflict of Interest</b> If you selected I am aware of conflict of interest is question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
<b>3</b> <b>4</b>	<b>Question 9. Updates Required</b> 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. <input checked="" type="checkbox"/> I have read and understand this section
<b>3</b> <b>5</b>	<b>Question 10. No Contact with City Officials or Staff during Contract Evaluation</b> 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. <input checked="" type="checkbox"/> I have read and understand this section
<b>3</b> <b>6</b>	<b>Question 11. Conflict of Interest Questionnaire (CIQ)</b> 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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
<b>3</b> <b>7</b>	<b>Question 11. Oath</b> Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">1. Jose Antonio Alvarado, (Owner) 2. DNP, APRN, FNP-C 3. VARA HEALTH 4. 09/19/2023</div>
<b>3</b> <b>8</b>	<b>Question 12. Oath</b> 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. <input checked="" type="checkbox"/> I swear or affirm information is correct

## Bid Lines

<b>1</b>	<b>Migrant Emergency Shelter Medical Support</b>  The City of Laredo invites interested parties to submit proposals, subject to the terms and conditions and other contract provisions, to contract & administer staffing to provide medical support to the Migrant Emergency Shelter.  1. This project will be federally funded and are subject to Federal regulations including but not limited to 2 CFR
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Part 200.326. (attachment A)

2. 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.

3. Hand Delivered proposals may be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on September 21, 2023 and all proposals received will be opened and publicly acknowledged at 9:00 AM on September 22, 2023.

4. Questions: Written questions about this RFP may be submitted via electronically thru Cit-E-Bid Questions tab or email Karina Caballero [kcaballero@ci.laredo.tx.us](mailto:kcaballero@ci.laredo.tx.us), no later than 9/12/2023 12:00:00 PM (CT).

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

**Background:**

The Migrant Emergency Shelter Medical Support serves the populations outlined above, who often have limited or no English proficiency, and have often undergone extreme and/or ongoing trauma. A high proportion of eligible patients require language interpretation and cultural accommodations. Eligible populations come from all ethnic, religious, political, and linguistic backgrounds.

**Population to Be Served**

Populations eligible for the requested services are:

- Migrants
- Refugees
- Asylees
- Immigrants

**Scope of Service**

Provider needs to contract and administer staffing to provide medical care for non-citizen migrants arriving at the US border.

- The City of Laredo Fire Department will require nurse practitioners and physician assistants to work under the guidance of a medical doctor in order to be able to prescribe medication, so we would require at least 1 medical doctor.
- Medical screening (triage).
- Includes identification of infectious (communicable) diseases, neglected tropical diseases, vaccine-preventable, respiratory, and gastrointestinal.
- Prior Medical History.
- Vaccination History and Completion.
- Medical care (mild to moderate non-life-threatening conditions)
  - Includes testing for infectious diseases: gastrointestinal, respiratory, tuberculosis, and skin diseases.
  - Basic treatment of lice, scabies, minor scrapes and abrasions, flu-like symptoms, OTC medications.
- Brief Mental Health Screening
- Referrals for primary medical care, and for any acute and/or chronic condition identified during the health screening.
- Clinical Management Services

**Work Area/Equipment/Supplies**

Vendor shall supply their own set-up equipment/supplies, tents, privacy dividers, uniforms, personal protective equipment (PPE), biohazard disposal, testing services, refrigerators, vaccines, medication to be dispensed, and

computer equipment to collect patient information as necessary. Provider shall be responsible for the removal and disposal of all and any waste generated.

### **Required Format and Contents of RFP**

For a proposal to be considered it must contain the following minimum information presented in the following format:

#### **Company Information / Proposals:**

The statement of proposals shall include:

- Provide background check information on the company, all physician employee team members, including qualifications, corporate structure, staffing levels, years in business, and recent similar project experience.
- Name, address, phone number, and persons to contact regarding the statement of qualifications.
- List (3) three references.
- Provide a brief summary report on your approach and factors you are to consider in accomplishing the scope of services.

#### **License**

- Vendor further agrees to furnish the City of Laredo with a copy of his/her Texas medical license, and all appropriate professional licenses/certifications for the firm as well as for the staff.

#### **Certificate of Insurances**

Submit a copy of a current Certificate of Insurance - proof of Malpractice insurance (see Exhibit 1), and the physician's DEA Number. Provider must promptly give notice to the CITY of any changes in insurance coverage, or insurer. Provide copies of all appropriate professional licenses/certifications for the firm as well as for the staff.

#### **Evaluation Criteria**

Proposals received by the date and time due will be evaluated and ranked according to the following criteria:

- Qualifications and Relevant Experience - Category Weight 25%
  - ◊ Years in business and qualifications
  - ◊ Quality of Services
  - ◊ Experience in providing Health Care Services
  - ◊ Experience providing similar services for local government agencies
- Project Organization and Staffing - Category Weight 20%
- Methods and Procedures- Category Weight 30%
  - ◊ Demonstrated ability to provide qualified and experienced personnel
  - ◊ Response time upon request of personnel
  - ◊ Availability of personnel
  - ◊ Demonstrated ability to deliver services in a timely manner
- References- Category Weight 5%
- Cost Estimate- Category Weight 20%

#### **Term of Contract**

The term of this contract shall be for a period of three (3) months beginning as of the date of its execution. The contract may be extended for 6 months period upon mutual agreement of the parties. Upon mutual agreement to extend the contract for an additional 6 months period, both parties must notify each other in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement subject to budget appropriations and acceptance by the City Council. All annual contracts shall bound by the terms of the RFP documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

#### **Award of Contract**

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is on the attributes tab and make part of these specifications. This contract will be awarded to the bidder that provides the **best value** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City reserves the right to award this contract to one vendor.

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, this bid becomes null and void.

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.

Quantity: <u>1</u>	UOM: <u>EA</u>	Price: <u>\$53,775.00</u>	Total: <u>\$53,775.00</u>
--------------------	----------------	---------------------------	---------------------------

**Response Total: \$53,775.00**



**CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER: CUNNINGHAM GROUP  
7234 W NORTH AVE STE 101  
ELMWOOD PARK, IL 60707

INSURED: OSCAR PEREZ, MD  
4151 JAIME ZAPATA MEMORIAL HWY  
SUITE 104  
LAREDO, TX 78043

DATE: 03/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURER A: The Medical Protective Company**  
5814 Reed Road, Fort Wayne, IN 46835  
NAIC number - 11843; www.medpro.com

Specialty: FAMILY MEDICINE

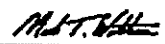
**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PER CLAIM \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE RETRO DATE: 04/01/2007	769988	04/01/2023	04/01/2024	PER OCCURRENCE \$ PER CLAIM \$ 1,000,000 ANNUAL AGGREGATE \$ 3,000,000
	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EA ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER: EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE:				PER OCCURRENCE LIMIT OF DEFENSE \$ AGGREGATE LIMIT OF DEFENSE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

SC LAREDO FAMILY MEDICINE PA

CERTIFICATE HOLDER:	CANCELLATION
CUNNINGHAM GROUP 7234 W North Ave Ste 101 Elmwood Park, IL 60707	THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY. The Medical Protective Company Representative 



1100 Virginia Drive, Suite 250  
Fort Washington, PA 19034-3278  
Phone: 1-800-247-1500 Fax: 1-800-758-3635  
Website: [www.nso.com](http://www.nso.com)

09/11/23

Jose Alvarado  
203 Sabal Loop  
Laredo, TX 78045

Dear Jose Alvarado:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-247-1500. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

*Dedicated To Serving The Insurance Needs of Nurses*

Nurses Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.



HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP



**Certificate of Insurance**  
**OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Print Date: 9/11/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 018098	<b>BRANCH</b> 970	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0764527941	<b>POLICY PERIOD</b> From: 08/30/23 to 08/30/24 at 12:01 AM Standard Time
<b>Named Insured and Address:</b> Jose Alvarado 203 Sabal Loop Laredo, TX 78045				<b>Program Administered by:</b> Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-247-1500 www.nso.com
<b>Medical Specialty:</b> Nurse Practitioner, Class 3 (see page 2)		<b>Code:</b> 80965		<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

**Professional Liability** \$ 1,000,000 each claim \$ 6,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability
- \* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- \* Malplacement Liability
- \* Personal Injury Liability

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to the Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**General Liability**

General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

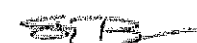
Total \$ 5,151.00

Base Premium \$5,151.00

Premium reflects Self Employed , Part Time

**Policy Forms and Endorsements** (Please see attached list of policy forms and endorsements)

  
Chairman of the Board

  
Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:** 9/11/2023

**Endorsement Date:** 9/11/2023

**Master Policy:** 188711433

CNA93692 (11-2018)

## **POLICY FORMS & ENDORSEMENTS**

The following are the policy forms and endorsements that apply to your current professional liability policy.

### **COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>FORM NAME</b>
G-121500-D (04-08)	Common Policy Conditions
G-121501-C (07-01)	Occurrence Policy Form
CNA96097 (06-19)	Amended Definition of Policy Period Endorsement
CNA97490TX (01-20)	Texas Policy Holder Notice
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (09-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80079TX (09-14)	Texas Policyholder Notice
G-123846-C42 (08-16)	Texas Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
G-121487-B (07-01)	Amendment to Certificate
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	General Liability Form

#### **Summary of Classes:**

- *Class I: Adult, Dermatology, Family Planning (no delivery), Gerontology, Oncology, Women's Health (no delivery) Nurse Practitioners*
- *Class II: Psychiatric Mental Health Nurse Practitioners*
- *Class III: Acute critical care, Cardiac, Emergency, Family, Neonatal, Orthopedic, Pediatric Nurse Practitioners*
- *Class IV: OB-GYN Nurse Practitioner*

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.


For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Jose Alvarado

Master Policy #: 188711433

Policy #: 0764527941


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Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at [webmaster@oig.hhs.gov](mailto:webmaster@oig.hhs.gov).

## Exclusions Search Results: Individuals

No Results were found for

Alvarado , Jose

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 9/19/2023 6:01:54 PM EST on OIG LEIE Exclusions database.  
Source data updated on 9/8/2023 3:00:00 PM EST

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## Exclusions Search Results: Individuals

No Results were found for

**Arriaga , Crystal**


If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

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## Exclusions Search Results: Individuals

No Results were found for

Calderon , Ambrosio

**If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

[Search Again](#)

Search conducted 9/19/2023 6:02:50 PM EST on OIG L.EIE Exclusions database.  
Source data updated on 9/8/2023 3:00:00 PM EST

[Return to Search](#)


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## Exclusions Search Results: Individuals

No Results were found for

**Jose , Cazares**

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 9/19/2023 6:03:10 PM EST on OIG LEIE Exclusions database.

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## Exclusions Search Results: Individuals

No Results were found for

Cigarroa , Leonardo

**If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

[Search Again](#)

Search conducted 9/19/2023 6:02:32 PM EST on OIG LEIE Exclusions database.  
Source data updated on 9/8/2023 3:00:00 PM EST

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## Exclusions Search Results: Individuals

No Results were found for

Perez , Oscar

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 9/19/2023 8:01:22 PM EST on OIG L.EIE Exclusions database.  
Source data updated on 9/8/2023 3:00:00 PM EST

[Return to Search](#)



# **VARA HEALTH**

## **Request for Proposal**

Prepared by:

Jose Alvarado - 956-285-4327

1520 E. San Pedro Suite 102, Laredo Texas 78041

*Vara Health operates high-quality, community cost-effective primary care for migrants, effectively meeting their complex healthcare needs while saving local government resources.*

## Our Offer:

### BID:

**53,775/MONTH**

### Optional Add-Ons: Monthly

\*Licensed Professional Counselor -  
\$5,159

\*Earmarked Medication Funds –  
OTC/Prescription \$2,000 - \$3,000

### Operational Costs – Turnkey

1. MD
2. FNP
3. LVN
4. MA x 2
5. Administration and staffing
6. EMR/EHR/Data Management Software
7. Laboratory and diagnostic services
8. Mental Health screening
9. Insurance
10. Infection Control & Sanitation
11. Data Management
12. Legal and regulatory compliance

-View Service Scope Synopsis-

## Company Information:

Vara Health

**Name, address, phone number, and persons to contact regarding the statement of qualifications.**

Jose Alvarado - 956-285-4327

1520 E. San Pedro Suite 102, Laredo Texas 78041

Info.varahealth@gmail.com

Company Background Check Policy Information: See Appendix A

**Company Data:**

*NAICS Codes:*

624230 – Emergency and Other Relief Services

721310 – Rooming and Boarding Houses, Dormitories, and Workers' Camps

621999 – All Other Miscellaneous Ambulatory Health Care Services Blood pressure screening services,  
Health screening services (except by offices of health practitioners), Medical case management services

*Product Service Codes:*

S206 – Housekeeping - Guard

*CAGE Code:*

91NX6

*DUNS Number/ Unique Entity ID:*

042353908

*Federal Certifications:*

SBA Certified 8(a) Contractor/ 8(a) Status: Pending

*Insurance Level:*

**Professional Liability -**

Coverage: \$1,000,000

Aggregate: \$3,000,000

**General Liability -**

Each Occurrence: \$1,000,000

General Aggregate: \$3,000,000

## Category 1: Qualifications and Relevant Experience

### Years in Business and Qualifications

Company Name: **Vara Hospice LLC DBA Vara Health**

Corporate Structure: **LLC**

Years in Business: **5**

Staffing Levels: **MD, FNP, RN, LVN, LPC, LMSW, BSW, MA**

In the past 3 years, Vara Health has contributed in the following manner:

- Covid-19 vaccination of over 25,000 migrants at the Holding Institute
- Covid-19 vaccination of over 250,000 persons to protect our local and extended community.
- Conducted COVID-19 testing for over 80,000 migrants.
- On-site medical treatment to over 10,000 migrants at Holding Institute.
- Management for over 300 migrants concurrently across multiple isolation and quarantine facilities in the City of Laredo.

The collaboration of Vara Health and the Holding Institute has helped many migrants on their journey and assisted in saving our local and national health care system a sizable amount of capital.

Vara Health's partnerships between mental health systems and immigration processes holds the potential for a transformative future, enabling immigrant survivors to move beyond victimhood and fear, and instead discover their own strength, empowerment, and potential. Here is a non-inclusive list for 2023.

- AHEC – Team collaboration data collection (2023)
- TAMIU – Identifying individuals in need of treatment of Trauma and Stressor-Related Disorder DMS-5 (2023)
- UTRGV – Network of physicians across the United States for complex migrant medical or surgical needs (2023)

## Staffing

- The company engages interim staff when necessary, ensuring that staffing needs are adequately met.
- The company offers mobile diagnostic imaging and labs to minimize the need for unnecessary transportation and alleviate emergency room saturation.
- When determining provider/patient ratios, Vara Health considers various factors, including patient safety, demographics, utilization data, and provider availability.

Physician 1	Physician 2
<b>OSCAR PEREZ, MD</b> Qualifications: Specialty Certification: AMERICAN BOARD OF FAMILY MEDICINE Primary Specialty: <b>FAMILY PRACTICE</b> License Number: <b>M5881 Physician License</b> Issuance Date: 02/16/2007 Expiration Date: 02/28/2025 Current Status: <b>ACTIVE as of 02/21/2007</b> Years of Active Practice in the U.S. or Canada: <b>14 year(s)</b>	<b>LEONIDES GONZALEZ CIGARROA JR, MD</b> Qualification: Primary Specialty: <b>FAMILY PRACTICE</b> License Number: <b>K4028 Physician License</b> Issuance Date: 11/22/1997 Expiration Date: 05/31/2024 Current Status: <b>ACTIVE as of 12/30/1997</b> Years of Active Practice in Texas: <b>26 year(s)</b>

## Other staff

Role	Name	Qualification	License	Status	Expiration
FNP 1	CAZARES, JOSE RAFAEL	APRN-CNP	1019601	Current-APRN TXRN	07/31/2024
FNP 2	CALDERON JR, AMBROSIO	APRN-CNP	AP138706	Current-APRN TXRN	02/28/2025
FNP 3	ALVARADO, JOSE ANTONIO	APRN-CNP	1130217	Current-APRN TXRN	08/31/2025
RN 1	JIMENEZ, VICTOR FRANCISCO	RN	1060907	Current	10/31/2023
LVN 1	ARRIAGA, CRYSTAL	LVN/LPN	316535	Current	05/31/2025

\*Vara Health employs additional prn/per diem professionals for clinical staffing, drawn from both internal existing sources and existing contractual placements from external pools.

## Quality of Services/ Experience in Providing Healthcare Service/ Experience Providing Similar Services for Local Government Agencies:

*Provide a brief summary report on your approach and factors you are to consider in accomplishing the scope of services.*

Vara Health's motivation comes from promoting human welfare, a humanitarian ideology. Caring for migrants is not just showing up for work. Caring for migrants is consistently improving on previous care. The dedicated efforts of volunteers from across the nation, who have collaborated with Vara Health in partnership with local NGOs over the past years, have and continue to serve as a powerful testament to the enduring spirit of humanity. It is very personal to care for a vulnerable population, has been life changing, and deeply drives our passion to do better.

Vara Health distinguishes itself from conventional health clinics and medical facilities by embracing Vara Health's migrant care experience and developing a strong migrant data-driven ethos. Our proactive stance towards quality enhancement of migrant care is encapsulated within a structured process, assuring that our services and policies consistently align with quality benchmarks within the healthcare industry.

Throughout the height of the pandemic and continuing to this day, Vara Health has demonstrated remarkable resilience in its unwavering commitment to serving migrants through non-profit organizations. When the world faced unprecedented challenges, we stood strong, adapting our services to ensure that migrants in our community received the support they needed most. We mobilized our dedicated team, swiftly transitioning to isolation and quarantine platforms amidst the height of the pandemic collaborating with the Holding Institute, City of Laredo and DHS. Today, as we navigate the path forward, Vara Health remains steadfast in its mission, embodying the spirit of resilience that defines us.

### Associated Partners: Non-inclusive

- Holding Institute
- Catholic Charities
- City of El Cenizo and Rio Bravo, Texas
- Consulado General de México en Laredo
- Index NLD | Fundación index NLD
- Puerto Colombia Nuevo León
- Gobernador de Nuevo León
- United Methodist Church



- CBP Port Authority
- Encinal Regional Detention Center
- TAMIU
- LC

## Key Factors

### *Approach:*

- **Culturally Competent Care:** We prioritize cultural sensitivity and competency to ensure that our services are inclusive and respectful of the diverse backgrounds and languages spoken by migrant individuals and families.
- **Personalized Care:** We offer personalized care services to migrants, providing them with dedicated support to access the right healthcare resources and services based on their individual needs and circumstances. This approach ensures that each migrant receives tailored assistance while at their time at the NGO. This may be an hour or maybe many days or weeks.
- **Holistic Care:** We provide holistic healthcare that considers not only physical health but also mental and emotional well-being. This approach acknowledges the psychosocial factors that can impact migrant health.
- **Collaborative Partnerships:** We collaborate with community organizations, local authorities, and other stakeholders to create a network of support and resources for migrants.
- **Preventive Health:** We emphasize preventive measures and health education to empower migrants to take control of their well-being and reduce the risk of illnesses.

### *Factors Considered in Accomplishing the Scope of Services:*

- **Cultural Diversity:** Recognizing and respecting the diverse backgrounds, languages, and traditions of migrant populations to provide culturally sensitive care.
- **Language Access:** Ensuring language access by offering services in multiple languages and providing interpreters when needed to bridge communication gaps.
- **Legal and Ethical Considerations:** Adhering to legal and ethical standards related to healthcare for migrants, including considerations for individuals with varying migration statuses.
- **Resource Allocation:** Efficiently allocating resources to address the healthcare needs of a potentially transient population and considering the financial constraints of migrants.
- **Community Engagement:** Engaging with local communities to better understand their specific healthcare needs and involving them in the planning and delivery of services.
- **Health Equity:** Striving for health equity by addressing social determinants of health and advocating for policies that promote equal access to healthcare.
- **Mental Health and Trauma-Informed Care:** Recognizing the potential for trauma among migrants and providing trauma-informed care to support their mental health needs.

- Throughout a migrant’s journey, the heightened risks of violence, exploitation, human trafficking, and unaccustomed detention confinement circumstances frequently lead to the development of PTSD, depression, and anxiety. Vara Health is dedicated to actively identifying immigrants in need of assistance with their trauma and stress-related challenges.
  - Vara Health pioneers and leverages extensively evaluated research on the psychometric properties of self-reported IES model (The Impact of Event Scale – Revised (IES-R) to assess stress reactions following various traumatic events, making it a valuable tool for identifying individuals in need of treatment. A second model, PCL-5, is currently in assimilation by Vara Health with the creation of specific scored cutoff values tailored to the migrant population.
  - The PCL-5 is designed to evaluate symptoms of PTSD as outlined in the DSM-5. Elevated scores are referred to appropriately.
- **Data Collection and Evaluation:** Regularly collecting and evaluating data to assess the impact of our services and make continuous improvements.

*Our commitment to migrant health services extends beyond medical treatment; it encompasses empathy, cultural understanding, and collaboration with the aim of promoting the well-being and dignity of migrants.*

## Category 3: Methods and Procedures

**Demonstrated ability to provide qualified and experienced personnel/ Response time upon request of personnel/ Availability of personnel/ Demonstrated ability to deliver services in a timely manner.**

The company engages interim staff when necessary, ensuring that staffing needs are adequately met. Vara Health employs per diem professionals for clinical staffing, drawn from both internal existing sources and existing contractual placements from external pools. The company will offer mobile diagnostic imaging and labs to minimize the need for unnecessary transportation and alleviate emergency room saturation. When determining provider/patient ratios, Vara Health considers various factors, including patient safety, demographics, utilization data, and provider availability.

### Staff roles and responsibilities

#### *Medical Director*

- **Board-Certified Physician:** Holds current board certification in specialty area, demonstrating a high level of clinical expertise and knowledge.
- **Medical Qualifications:** Possesses an M.D. degree from an accredited medical school and a valid state medical license, ensuring they meet the foundational qualifications for practicing medicine.
- **Clinical Experience:** Brings extensive clinical experience in their specialty, typically with several years of active patient care, to provide insights and guidance to medical staff.
- **Leadership Skills:** Demonstrates strong leadership and management skills, essential for overseeing medical teams and departments effectively.
- **Communication Skills:** Possesses excellent interpersonal and communication skills to foster collaboration and address complex medical issues.
- **Regulatory Knowledge:** Maintains a deep understanding of healthcare regulations and compliance, ensuring the institution adheres to all relevant laws and standards.
- **Quality Improvement Expertise:** Has experience in quality improvement initiatives and methodologies to enhance patient care outcomes and safety.
- **Strategic Thinker:** Demonstrates the ability to think strategically, aligning clinical goals with the overall institutional mission and vision.

*Advanced Practice Registered Nurses (APRNs)*

- Recruitment and sourcing of qualified APRNs.
- Verification of APRN licenses and certifications.
- Comprehensive screening and assessment of APRNs' skills and expertise.
- Compliance with state regulations regarding APRN practice.
- Credentialing and privileging support.
- Ongoing monitoring of APRN performance and quality assurance.
- Continuing education and professional development opportunities for APRNs.
- Assistance with APRN scheduling and workload management.
- Collaboration with healthcare facilities to ensure APRN integration and effectiveness.

*Licensed Vocational Nurse (LVN)*

- **State Licensure:** Holds a valid LVN license in the state of practice, meeting education and examination requirements.
- **Direct Patient Care:** Provides hands-on nursing care to patients, including administering medications, dressing wounds, and assisting with daily activities.
- **Patient Assessment:** Conducts thorough patient assessments, monitoring vital signs and reporting any changes to the healthcare team.
- **Medication Administration:** Administers medications as prescribed, ensuring accurate dosage and proper documentation.
- **Wound Care:** Performs wound care, dressing changes, and other minor procedures with a focus on infection control.
- **Patient Education:** Educates patients and families on health conditions, treatments, and self-care techniques.
- **Care Planning:** Assists in developing and implementing patient care plans in collaboration with registered nurses and healthcare providers.
- **Documentation:** Maintains accurate patient records, documenting care provided and patient responses.
- **Collaboration:** Works closely with other healthcare professionals, including RNs, physicians, and therapists, to coordinate patient care.
- **Emergency Response:** Responds effectively to medical emergencies, providing immediate care and assistance.
- **Compliance:** Adheres to healthcare regulations, policies, and standards to ensure patient safety and quality care.

*Medical Assistants (MA)*

- Recruitment and sourcing of qualified Medical Assistants.
- Verification of Medical Assistants' certifications and credentials.

- Comprehensive screening to assess MA skills and competencies.
- Compliance with state regulations for Medical Assistant practice.
- Credentialing and privileging support for MAs.
- Ongoing supervision and evaluation of Medical Assistants.
- Training and orientation for MAs to adapt to the specific healthcare facility's protocols and procedures.
- Assistance with MA scheduling and workload management.
- Collaboration with healthcare facilities to ensure efficient utilization of Medical Assistants.

## Methods and procedures

Vara Health's current commitment to these well-documented methods and procedures exemplifies its readiness to efficiently manage and deliver healthcare services while upholding high standards of care and compliance with regulations for non-citizen migrants arriving at the US border.

### Recruitment and Training of Personnel:

Vara Health recruits and trains healthcare professionals with a keen emphasis on qualifications and expertise. Rigorous selection criteria are applied, encompassing licensure, linguistic proficiency, and cultural sensitivity. Comprehensive training programs are in place to equip personnel with the necessary skills, including cultural sensitivity training and trauma-informed care, ensuring their preparedness to offer quality care to the diverse migrant population.

### Patient Assessment and Care Protocols:

Vara Health's procedures are meticulously designed to encompass patient assessment upon arrival, medical history gathering, and the implementation of standardized care protocols. These protocols include the diagnosis and treatment of common medical issues faced by migrants, with clear guidelines for escalating cases to higher levels of care when necessary.

### Emergency Response and Contingency Plans:

In the event of unforeseen circumstances such as outbreaks of infectious diseases or natural disasters, Vara Health will implement a comprehensive emergency response plans and work with local NGO leaders and city officials to network an appropriate response.

**Data Management and Reporting:**

Vara Health maintains robust data management procedures. Patient data and healthcare records are securely collected, stored, and managed, in strict compliance with legal and HIPPA regulatory standards. The agency also implements internal systematic reporting procedures for health statistics and incidents, ensuring identification of negative trends.

**Supply Chain and Medication Management:**

Vara Health has well-defined procedures for procuring, storing, and distributing medical supplies and medications. These procedures ensure a continuous and reliable supply of essential medical equipment and drugs while maintaining efficient inventory management.

**Cultural Competence and Language Access:**

Vara Health is committed to fostering cultural competence and language access. The agency recruits multilingual staff, provides translation services, and establishes culturally sensitive environments to accommodate the diverse needs of migrant populations, ensuring effective communication and care.

**Quality Assurance and Continuous Improvement:**

Vara Health implements a robust quality assurance and continuous improvement system. This includes regular audits, feedback mechanisms by data and staff, and effective channels for addressing patient complaints or concerns. The agency adapts its procedures based on insights gained and best practices to continually enhance service quality.

**Collaboration and Coordination:**

Vara Health actively engages in collaboration and coordination with other relevant agencies, educational organizations, and local, state, and national healthcare providers. This collaborative approach ensures a seamless continuum of care and facilitates access to specialized services when required, contributing to the overall effectiveness of healthcare provision to non-citizen migrants at the US border. These networks have been built over time and have provided effective resources for migrant help.

**Assessment of Trauma and PTSD:**

Throughout a migrant's journey, the heightened risks of violence, exploitation, human trafficking, and unaccustomed detention confinement circumstances frequently lead to the development of PTSD, depression, and anxiety. Vara Health is dedicated to actively identifying immigrants in need of assistance with their trauma and stress-related challenges.

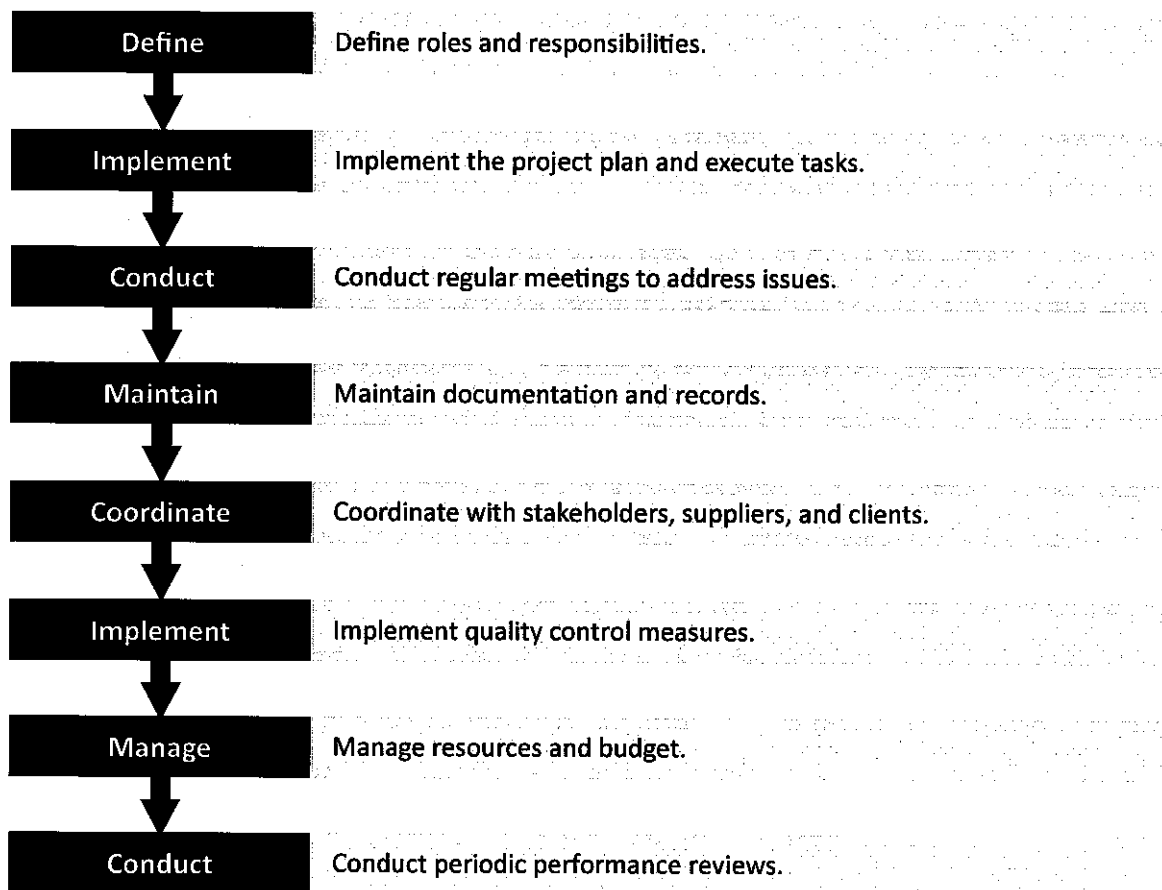
Vara Health leverages extensively evaluated research on the psychometric properties of self-reported IES model (The Impact of Event Scale – Revised (IES-R) to assess stress reactions following various traumatic events, making it a valuable tool for identifying individuals in need of treatment. A second model, PCL-5,

is currently in assimilation by Vara Health with the creation of specific Vara Health pioneered scored cutoff value tailored to the migrant population.

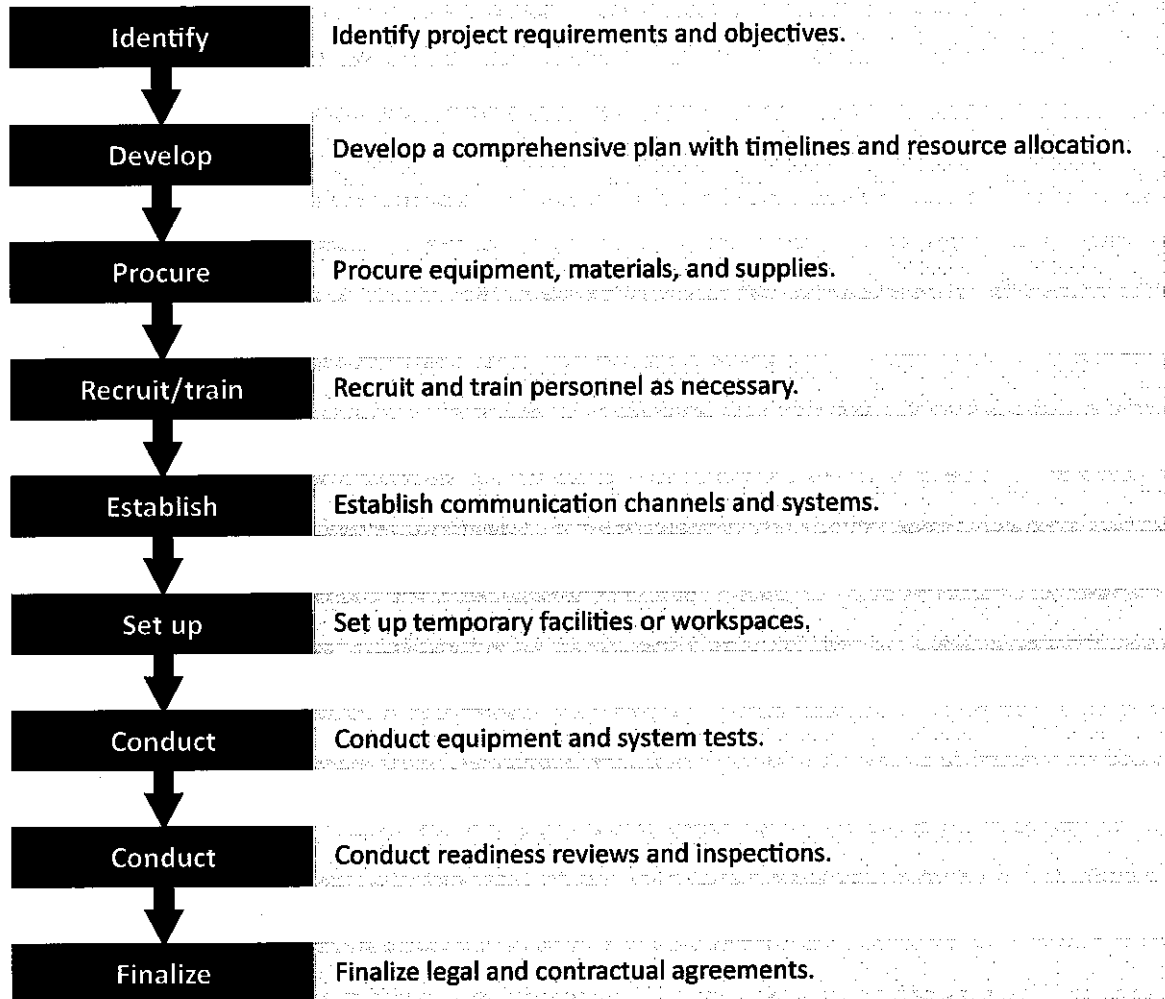
The PCL-5 is designed to evaluate symptoms of PTSD as outlined in the DSM-5.

Elevated scores are referred to appropriately.

*Steady State Operations Schedule*

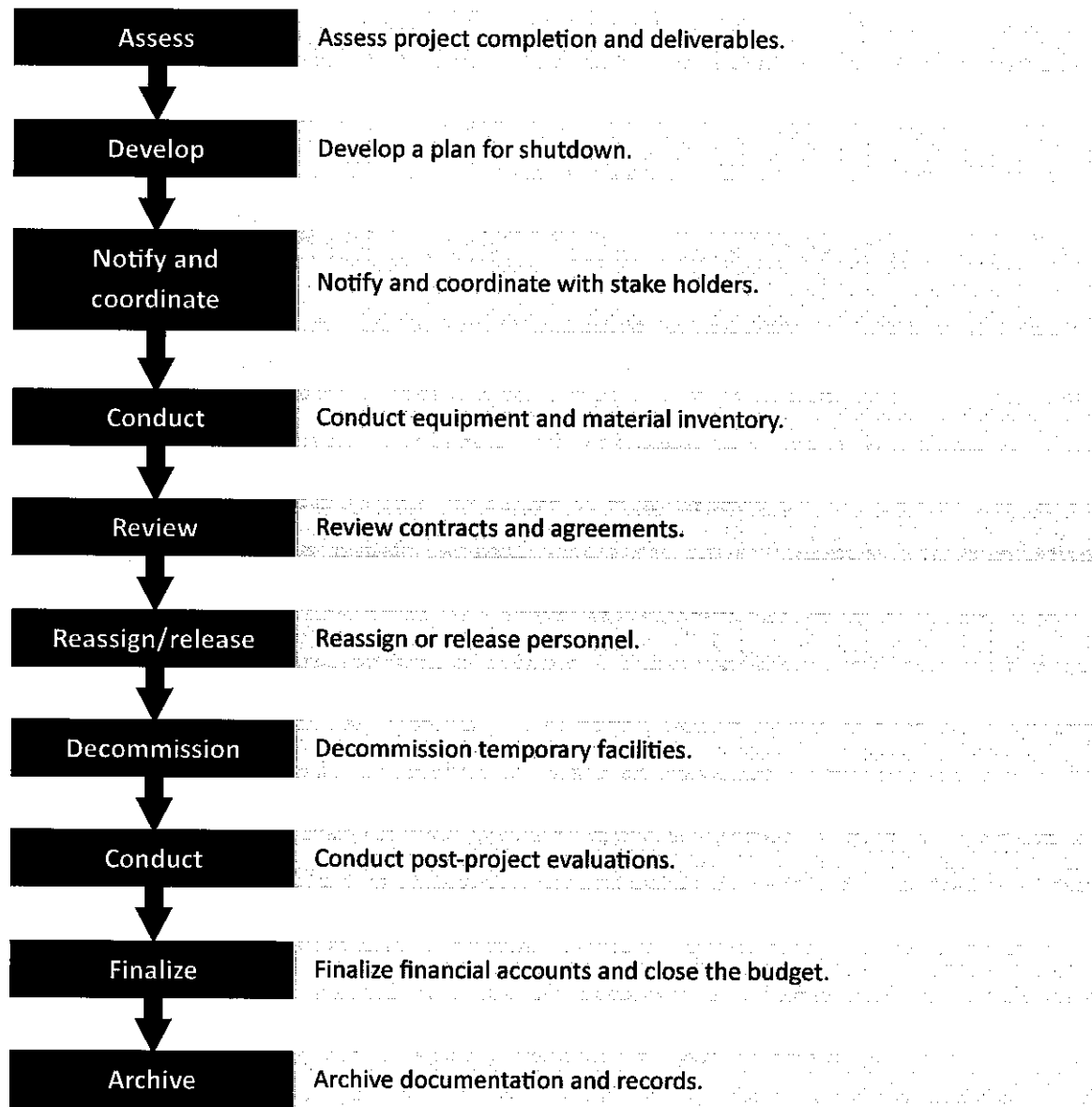


*Mobilization Schedule*





*Demobilization Schedule*



## Category 4: References

List (3) three references.

The Holding Institute – Pastor Michael Smith and Joe Barron

Catholic Charities – Rebecca Solloa

Consulado General de México en Laredo – Consul JC Mendoza

Governor of Nuevo León - Samuel Alejandro García Sepúlveda

LaSalle County Regional Detention Center - Warden Lorena Aguilera

The University of Texas Rio Grande Valley - Marsha Griffin, MD FAAP

## Service Scope – Synopsis

- Initial medical screening, including triage.
- Identification of various health conditions, including infectious (communicable) diseases, neglected tropical diseases, vaccine-preventable illnesses, respiratory issues, and gastrointestinal concerns.
- Assessment of prior medical history.
- Evaluation of vaccination history and completion status.
- Provision of medical care for mild to moderate non-life-threatening conditions, encompassing:
- Testing for infectious diseases, including gastrointestinal, respiratory, tuberculosis, and skin diseases.
- Basic treatment for issues such as lice, scabies, minor scrapes and abrasions, flu-like symptoms, and over the counter (OTC) medications.
- Mental health screening.
- Facilitating referrals for primary medical care and any acute and/or chronic conditions identified during the health screening.
- Offering clinical management services as needed.
- Labs and mobile diagnostic as appropriate.

## Appendix A:

### Vara Health Policy

#### Purpose

To define contents and division of the personnel records for Vara Health employees, volunteers, and independent contractors.

#### Policy

- I. Vara Health will adhere to federal and state laws and regulations when establishing and maintaining personnel records to ensure the accuracy, completeness and confidentiality of the contents.
- II. Vara Health will maintain a personnel record for each employee, volunteer and independent contractor.

#### Procedure

- I. Vara Health designates an employee to be responsible for maintaining current, accurate Vara Health personnel records.
- II. Any Vara Health employee having access to this information will observe all aspects of confidentiality regarding the Vara Health personnel records.
- III. The contents of personnel records must be divided into two files - Personnel and Medical. Criminal History background checks must be maintained separately. I-9 Forms, and State and Federal OIG checks may be maintained separately.
- IV. Personnel contents for the Vara Health employees and volunteers may include but not be limited to:
  - A. Employment application;
  - B. Job description, signed or statement of acknowledgment of job description;
  - C. Copy of professional or para-professional license or certification;
  - D. License or certification verification - When current licensure, certification, or registration are
  - E. required by law or regulation to practice a profession, the organization verified these credentials
  - F. with the primary source at the time of hire and upon expiration of the credentials;
  - G. Education, training verification;
  - H. References;
  - I. Certificates (Copy of Degree as applicable);
  - J. Competency evaluations - as applicable;
  - K. Performance evaluations;
  - L. Orientation and skills checklists;
  - M. Educational attendance;
  - N. Copy of driver's license for employees who drive on the job; and
  - O. Copy of CPR certification, if required.
- V. Medical contents for Vara Health employees and volunteers may include but not be limited to:
  - A. Physical examination results;
  - B. Laboratory test results/TB screening documents;
  - C. Hepatitis B vaccination consent/declination;
  - D. Post-exposure follow-up reports;
  - E. Worker's compensation reports;
  - F. Medical work release statements; and
  - G. Documentation of required COVID-19 vaccinations and boosters, or documentation of
  - H. requested and approved exemptions or accommodation.

- VI. Personnel contents for independent contractors may include but not be limited to:
  - A. Confidentiality Statement;
  - B. License and License Verification;
  - C. Orientation Checklist;
  - D. Competency Skills Checklist, as appropriate; and
  - E. Current CPR Certification.
- VII. Medical contents for independent contractors may include but not be limited to:
  - A. Hepatitis B vaccination consent/declination; and
  - B. Laboratory test results/TB screening documents.
  - C. Documentation of required COVID-19 vaccinations and boosters, or documentation of requested and approved exemptions or accommodations.
- VIII. All completed employee and volunteer I-9 forms with required documents may be maintained together in a separate file or notebook in a secure location at Vara Health.
- IX. All criminal background checks must be maintained in a separate file or notebook in a secure location at Vara Health. State and Federal OIG checks may be maintained in a separate file or notebook in a secure location at Vara Health.
- X. Vara Health will maintain all Vara Health personnel records and medical files in locked file cabinets after business hours.
- XI. Vara Health will retain employee and volunteer occupational exposure records for the duration of employment plus 30 years.
- XII. Vara Health will retain annual training records for exposure prone employees and volunteers for a minimum of three years.
- XIII. Personnel files will be retained for seven years after the date of separation.

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

**Implementation of House Bill 1295**

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

**Additional Information:**

**HB 1295**

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

**New Chapter 46, Ethics Commission Rules:**

**46.1. Application**

**46.3. Definitions**

**46.5. Disclosure of Interested Parties Form**

CITY OF LAREDO  
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

Vara Health

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

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.

830715537

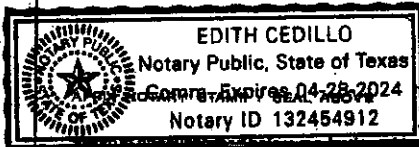
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

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.



Signature of authorized agent of contracting business entity

Notary Public

of Sept 20 23, to certify which, witness my hand and seal of office. this the 20 day

Signature of officer administering oath

Edith Cedillo

Notary Public

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Jose Antonio Alvarado  
(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.

Signature of: 

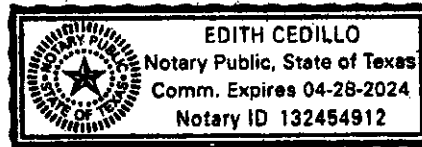
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20 day of Sept. 20 23

  
Notary Public

My commission expires:

04/28/2024



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**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.

Vara Health

**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.

\_\_\_\_\_  
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.

**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** *Re Alvara*  
Signature of vendor doing business with the governmental entity

09/20/2023  
Date



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Vara Health  
Laredo, TX United States

Certificate Number:  
2023-1088823

Date Filed:  
10/29/2023

Date Acknowledged:  
11/07/2023

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

Vara Health

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

FY23-082  
Medical Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vara Health	Laredo, TX United States	X	

5 Check only if there is NO Interested Party.

☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# Insurance Certificates (Exhibit B)





HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP



**Certificate of Insurance**  
**OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Print Date: 9/11/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 018098	<b>BRANCH</b> 970	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0764527941	<b>POLICY PERIOD</b> From: 08/30/23 to 08/30/24 at 12:01 AM Standard Time
<b>Named Insured and Address:</b> Jose Alvarado 203 Sabal Loop Laredo, TX 78045				<b>Program Administered by:</b> Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-247-1500 www.nso.com
<b>Medical Specialty:</b> Nurse Practitioner, Class 3 (see page 2)  Excludes Cosmetic Procedures		<b>Code:</b> 80965		<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

**Professional Liability** \$ 1,000,000 each claim \$ 6,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability
- \* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- \* Malplacement Liability
- \* Personal Injury Liability

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to the Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**General Liability**

General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 5,151.00

Base Premium \$5,151.00

Premium reflects Self Employed , Part Time

**Policy Forms and Endorsements** (Please see attached list of policy forms and endorsements)

  
**Chairman of the Board**

  
**Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:** 9/11/2023

**Endorsement Date:** 9/11/2023

**Master Policy:** 188711433

CNA93692 (11-2018)

## **POLICY FORMS & ENDORSEMENTS**

The following are the policy forms and endorsements that apply to your current professional liability policy.

### **COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>FORM NAME</b>
G-121500-D (04-08)	Common Policy Conditions
G-121501-C (07-01)	Occurrence Policy Form
CNA96097 (06-19)	Amended Definition of Policy Period Endorsement
CNA97490TX (01-20)	Texas Policy Holder Notice
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (09-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80079TX (09-14)	Texas Policyholder Notice
G-123846-C42 (08-16)	Texas Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
G-121487-B (07-01)	Amendment to Certificate
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	General Liability Form

#### **Summary of Classes:**

- *Class I: Adult, Dermatology, Family Planning (no delivery), Gerontology, Oncology, Women's Health (no delivery) Nurse Practitioners*
- *Class II: Psychiatric Mental Health Nurse Practitioners*
- *Class III: Acute critical care, Cardiac, Emergency, Family, Neonatal, Orthopedic, Pediatric Nurse Practitioners*
- *Class IV: OB-GYN Nurse Practitioner*

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #: CNA93692 (11-2018)

Named Insured: Jose Alvarado

Master Policy #: 188711433

Policy #: 0764527941



**CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER: CUNNINGHAM GROUP  
7234 W NORTH AVE STE 101  
ELMWOOD PARK, IL 60707

INSURED: OSCAR PEREZ, MD  
4151 JAIME ZAPATA MEMORIAL HWY  
SUITE 104  
LAREDO, TX 78043

DATE: 03/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: The Medical Protective Company  
5814 Reed Road, Fort Wayne, IN 46835  
NAIC number - 11843; www.medpro.com

Specialty: FAMILY MEDICINE

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PER CLAIM \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE RETRO DATE: 04/01/2007	769988	04/01/2023	04/01/2024	PER OCCURRENCE \$ PER CLAIM \$ 1,000,000 ANNUAL AGGREGATE \$ 3,000,000
	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EA ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER: EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE:				PER OCCURRENCE LIMIT OF DEFENSE \$ AGGREGATE LIMIT OF DEFENSE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

SC LAREDO FAMILY MEDICINE PA

CERTIFICATE HOLDER:	CANCELLATION
CUNNINGHAM GROUP 7234 W North Ave Ste 101 Elmwood Park, IL 60707	THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY. The Medical Protective Company Representative <i>M.T. Hall</i>



## Margarita Bosquez

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**From:** Clarissa Rangel  
**Sent:** Monday, December 4, 2023 10:29 AM  
**To:** Margarita Bosquez  
**Subject:** RE: Vara Health Insurance  
**Attachments:** DOC110723.pdf; Vara Health insurance.pdf

Good Morning,

The COIs provided for Dr. Oscar Perez and Jose Alvarado have been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

Thank you!

*Clarissa Rangel, MPA*

Risk Management Manager  
City of Laredo  
Human Resources-Risk Management Division  
1102 Bob Bullock Loop  
Laredo, TX 78043  
Phone: 956-727-6481  
Fax: 956-727-6485  
E-mail: [crangel@ci.laredo.tx.us](mailto:crangel@ci.laredo.tx.us)

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**From:** Margarita Bosquez <[mbosquez@ci.laredo.tx.us](mailto:mbosquez@ci.laredo.tx.us)>  
**Sent:** Monday, December 4, 2023 10:23 AM  
**To:** Clarissa Rangel <[crangel@ci.laredo.tx.us](mailto:crangel@ci.laredo.tx.us)>  
**Subject:** FW: Vara Health Insurance

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**From:** Margarita Bosquez  
**Sent:** Monday, December 4, 2023 8:42 AM  
**To:** Celia I. Guerrero <[cguerrero@ci.laredo.tx.us](mailto:cguerrero@ci.laredo.tx.us)>  
**Cc:** Patricia Perez <[pperez@ci.laredo.tx.us](mailto:pperez@ci.laredo.tx.us)>  
**Subject:** Vara Health Insurance

Good morning Celia,

May you please review and advise on attached insurance for Vara Health.

Contract: FY23-082  
Dept: Fire Department

Service: Medical Services

Amount \$185,802.00

Thank you,

*Margarita Bosquez*

Senior Administrative Assistant

City of Laredo Purchasing Division

Phone: 956-794-1735

Email: [mbosquez@ci.laredo.tx.us](mailto:mbosquez@ci.laredo.tx.us)

# Term and Conditions (Exhibit C)



## City of Laredo – General Terms and Conditions

**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.





## City of Laredo – General Terms and Conditions

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

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

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

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

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

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

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

### **7.0 CLARIFICATION AND PROTEST PROCEDURE**

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

78041 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

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

### **8.0 VENDOR DISCOUNTS**

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

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

### **9.0 INTENT OF CONTRACT**

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



## City of Laredo – General Terms and Conditions

**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



## City of Laredo – General Terms and Conditions

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.



# Council Communication





**City Council-Regular**

**Meeting Date:** 10/16/2023

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

**Staff Source:** Guillermo Heard, Fire Chief; Mark Demay, Financial Services Director;  
Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY23-082 to Vara Health, Laredo, Texas in an amount not to exceed \$185,802.00 for a period of three months. This contract is for the migrant emergency shelter medical support and services including medical support to migrants, refugees, asylees, immigrants, equipment, medical supplies, vaccines, medications and other related equipment and supplies. Term of this contract is a period of three months subject to future appropriation; contract may be extended for two additional three-month periods upon mutual agreement of parties. Funding is available in the General Fund - Shelter and Services Program.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City went out on Request for Proposals (RFP) through Cit-E-Bid for the Migrant Emergency Shelter Medical Support. The City received five (5) proposals; AMI Expeditionary Healthcare, LLC, Reston, VA., CDR Health Care, Inc., Miami, FL, Innovative Emergency Management, Morrisville, TX., Vara Health, Laredo, TX., Safety Management System, LLC., Lafayette, LA. Best value criteria was used to evaluate all five proposals by the City of Laredo committee. The Committee is recommending that this contract be awarded to Vara Health, Laredo, TX. Evaluation score attached.

**COMMITTEE RECOMMENDATION**

The Committee is recommending that this contract be awarded to Vara Health, Laredo, TX.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

**Fiscal Year:** 2024  
**Budgeted Y/N?:** Y  
**Source of Funds:** Shelter and Services Prgm  
**Account #:** 101-8050-543-5528  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Funding is available in the General fund - Shelter and Services Program  
101-8050-543-5528

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**Attachments**

Vara Health - Proposal  
Evaluation scores

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