This form must be included; please check off each item that applies

"Check List"

For Invitation for Bids (IFB)/ Request for Proposals (RFP)/ Request for Qualifications (RFQ)

- ○ Invitation for Request for Proposals (RFP)
- ○ **Submitted within RFP notice due date and time; name and address of vendor, date of RFP opening; RFP number and title on outside of sealed envelope**
- ○ Specification
  - ○ RFP form requires pricing for each item specified
  - ○ Price Schedule form requires separate pricing per item and extended price per quantity provided
  - ○ Please verify GRAND Totals are provided & correct
- ○ Price are included in furnished forms
- ○ **Licenses & Permits as issued by City of Laredo Health Dept. & Sate Health Dept.**
- ○ Vendor Information Form must be filled in and signed
- ○ References
- ○ Proof of no delinquent Business or Property Taxes owed to WEBB COUNTY signed & notarized
- ○ Conflict of interest questionnaire included
- ○ Certification Regarding Debarment (Form H2048)
- ○ Certification Regarding Federal Lobbying (Form 2049)
- ○ Workers compensation certificate (copy); include copy of insurance coverage in package

_____

Signature of persons
Completing this form

Formal Invitation for Bid (IFB)/Request for Proposals (RFP) /Request for Qualifications (RFQ)

County of Webb	Date Issued:	**RFP NO. 2014-88**

Sealed Bids/RFPs/RFQs are subject to the Terms and Conditions of this Invitation for Bids/RFPs/RFQs and the accompanying schedule, terms, conditions, provisions, specifications, and all other forms in this package are due before **2:00 p.m.** (central time), on **June 06, 2014**. Please note Bids/RFPs/RFQs received after 2:00 p.m. on the due date will not be opened or accepted. Sealed Bids/RFPs/RFQs will be publicly opened for furnishing the supplies or services described in the accompanying schedule, and must be hand delivered, or mailed to the following location:

Webb County Clerk's Office
1110 Victoria St.
Suite 201,
Laredo, TX 78040

RFP No. 2014-88 "3 month Contract for Meats"

Conditions:

1. All BID quotations must be submitted with this specification form.
2. The County reserves the right to hold all BIDs for a period of thirty (30) days from date of bid opening, without taking action thereon.
3. The County reserves the right to reject any and all BIDs to waive defects and formalities in such BIDs, and to award contract to the proposer which it considers has submitted the most advantageous BID.
4. The County reserves the right to select a primary & secondary vendor, and or to select multiple vendors
5. It is the requirement of the proposer to acquaint fully with the conditions of the specifications. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve him from any obligation of this BID invitation.
6. Proposer must fill out all portions of the BID unless otherwise stated in this contract.
   Term of Contract:
   Contract shall be for the period beginning **June 23, 2014 and terminating September 23, 2014**
7. Purchases made through this contract are on an as needed basis. The county is not obligated to purchase a minimum amount.
8. If an error exists in unit or extended price; extended pricing will hold.
9. Prices provided in this BID must remain constant through the life of this contract.
10. Items in price form must be provided as specified. NO EXCEPTIONS
    The County of Webb is considering extending this contract an additional 3 mos. Please indicate below if your company would be interested in an extension.
    YES ◯ NO ◯

GENERAL SPECIFICATIONS

A. INTRODUCTION:

These specifications are written to describe a method of procurement where all purchases are made through an automated/computerized system will assist the user in all areas of food preparation management and provide managerial controls in the following areas:

1.	Ordering	6.	Invoices & Inventory control
2.	Receiving Procedure	7.	Pricing & Customer Unit Cost
3.	Damages	8.	Cost per meal
4.	Shortage	9.	Meal Portions
5.	Returns	10.	Menu Preparation

B. ORDERING PROCEDURE (Ordering Entry)

The food vendor must provide a consistent ordering method via a computer system to provide the Webb County Purchasing Office with a working relationship to establish a consistent practice using a **"ONE STEP DISTRIBUTOR"** concept.

Order Entry: allows the user department to enter orders directly via PC computer system allowing for greater flexibility to place orders to vendor at department's convenience.

C. DELIVERY

1. The vendor must provide the County with at least five deliveries per week (or as needed) at the following Webb County facilities:

   a. Community Action Agency
   1. Meals on Wheels
   2. Elderly Nutrition
      1310 Convent

   b. HEAD-START
   1. Floyd Kitchen- 4704 Naranjo
   2. El Cenizo- 3540 Cecilia Lane
   3. Sierra Vista Center- 102 Sierra Vista
   4. Palominos Kitchen- LCC- West End Washington St.

***PLEASE NOTE: AS PART HEAD-START REIMBURSEMENT REQUIRMENTS, ALL PROCESSED FOOD MUST HAVE A CHILD NUTRITION LABEL OR A PRODUCT ANALYSIS ON COMPANY LETTER HEAD.**

c. **Webb County Solomon Casseb Youth Village**
111 Camino Nuevo Rd. Hwy 359

d. **Webb County Law Enforcement Center**
1000 Washington St. Laredo, TX 78040

e. **Casa Blanca Golf Course**
3900a Blanca Rd. Laredo, TX 78042

*** If services are necessary, contract will cover all Webb County Departments (A list of county departments and addresses will be provided to successful bidder.)

2. All deliveries must be made by food Vendor in accordance with a pre-arranged delivery schedule.

3. All deliveries will be made Monday through Friday between the hours of 7:00 a.m. 5:00 p.m. (with the exception of certain items i.e. spices, dairy, Orange drink/ fruit juices which need to be delivered between 7:00a.m. 10:00a.m.)

D. PRODUCTION EXPANSION

During the term of this contract, the food vendor may introduce to the purchasing office new product lines that will provide cost savings in the area of meal preparation. All new products require approval of the purchasing office.

E. USAGE REPORTS AND FOOD COST MANAGER

The food vendor will provide the purchasing office with monthly usage reports (broken down by departments) with manufactures' allowances/rebate reports and cost/usage monitoring. These reports should be turned into the food service buyer. Failure to provide this report may result in termination of the contract.

Food Cost Manager: The Vendor must have software capability to enable the user departments to create recipes and menu items. This will allow the user to adjust the food cost percentage by providing an effective tool to meet food cost goals.

F. CREDIT TERMS:

The County of Webb will operate on a thirty (30) day term invoices. All orders will be placed through the ordering department and a purchase order will be issued by the Purchasing Department.

G. SERVICE

Service must be a priority with the successful bidder. Due to the limited storage facilities timely deliveries are critical to the kitchen operations.

H. ORDERING PROCEDURE

The food vendor must provide the County two methods in offering food items.

Method 1: This method consists of an "On-line" system available to link the user department and purchasing department with food vendor to place orders. The online system should have a link in which the user can go and place an order for next day delivery. The system will allow for the county to check for; inventory quantity on hand, available substitutions, pricing, etc. This will provide the purchasing office greater control and accountability. This Online system should have a required field for a purchase order number.

Method 2: The second method consists of the food vendor providing back-up support through a sales representative. The sales representative will be responsible in assisting the County with questions in all areas of food purchasing and invoicing.

I. SUBSTITUTIONS

In the event a food item is unavailable at the time of ordering awarded vendor must offer a substitution that comply with the conditions below:

a. *Substitute food item must be of Equal Value & Cost*
b. *Substitute food item must be of Equal Grade*
c. *Substitute food item must be approved by Ordering Department*

J. RECEVING PROCEDURE

All orders must adhere to the following delivery procedure:

1. With each shipment, the vendor must provide a signed delivery receipt and an original invoice. All orders must be checked for quantity of cases during delivery to the Webb County user department. The user department will receive all merchandise and sign all documents related to the delivery of items.

2. During time of delivery, should any product be short, damaged, spoiled, or incorrect the driver will be responsible for taking the item back, and issuing credit. The driver will be responsible for leaving the user department the original invoice referencing the credit. (If drivers use "credit codes" a copy of the list of credit codes will be required for any and all departments processing payments)

3. Timely Original Invoices are very important. All invoices are referenced to a purchase order.

K. STANDARD PICK –UPS OR RETURNS

If for any other reason, should a product need to be returned, the following information should be reflected on the vendor's credit form.

1. Purchase order and date
2. Quantity ordered
3. Pack/Size
4. Product description
5. Unit price & Extended Price
6. Breakdown of categories
7. Invoice amount / Credit amounts

L. Invoicing

The County of Webb will only process original invoices for payment. Original invoices should include the following information: vendor name & address, invoice number, invoice date, ordering department, quantities delivered, product description, package size, unit price, extended price, grand total, and must include a receiving signature.

All catch-weight merchandise, (product sold by pound instead of the case) must be billed by vendors' computer automated system, stated price per pound. The weight of the merchandise must be multiplied by the price per pound will result in the invoice case total.

The County of Webb will accept hand written invoices under certain conditions such as computer down time, etc. The hand written invoice will be handled as actual billing invoice, and should include the following: vendor name & address, invoice number, invoice date, ordering department, quantities delivered, product description, package size, unit price, extended price, grand total, and must include a receiving signature.

Inventory Management System: Vendors' computer software must have the ability to generate, maintain and print inventory reports based on departments order guides.

M. PRICING AND CUSTOMER UNIT COST

This Contract requires Food Provider to honor contract pricing for the length of the contract (1 year).

N. COMMITMENT AND SERVICE

Please provide a brief summary on how your company will provide the service that is outlined in these specifications. *Please use form provided at the end of bid package*

O. CONTRACT TERM

This contract will be in effect for one year with a one year option to extend beginning on date of award.

Termination Clause:
This agreement may be terminated by a thirty (30) day written notice issued by either party. All merchandise delivered during the thirty day notice will be paid in full to the successful bidder.

The Webb County Commissioners Court will award the contract to the successful proposer who meets the proposal parameters to include pricing scoring and other evaluation factors.

Best Value Items include:

- Prices
- Timely deliveries
- Bidder's previous record of performance and service
- Quality and conformance to specifications and service.

P. Certification and Licensing

All Bidders must be certified or licensed. All local enterprises are to obtain a City Food License from the City of Laredo Health Department or their local health department. Establishments that do whole selling are considered wholesalers, and these types are required by the State Health Department to obtain a wholesaler permit at the state level. These documents must be submitted with the RFP Package.

Certification Regarding Federal Lobbying Form and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts are to be submitted with the RFP Package.

Price Schedule Forms

Please fill out entirely the following:

***** Extended Price = Unit Price X Estimated Quantities**

***** Grand Totals must be provided at the end**

*****Round all Pricing to the nearest cent**

RFP 2014-88 "3 month contract for Meats" (Fixed Price Required)

	Category	Description	Brand or Equivilent	Pkg Size	Quantity	Pkg size if Different	Unit Price	Extended Price	State Item #
1	5 - FRESH MEAT	BRISKET BNLS NR #120	IBP	6 / CATCH	94				
2	5 - FRESH MEAT	BRISKET BNLS N/R #120	IBP	5 / 11-14#	39				
3	5 - FRESH MEAT	BEEF MENUDO COOKED	SUPREME MEAT	2 / 5 LB	11				
4	5 - FRESH MEAT	BEEF GROUND FINE 81/19	CREEKSTONE FARMS	8 / 5 LB	1				
5	5 - FRESH MEAT	BEEF GROUND FINE 73/27	PACKER	8 / 10#CW	17				
6	5 - FRESH MEAT	BEEF GROUND FINE 80/20	IBP	8 / 10#CW	66				
7	5 - FRESH MEAT	BEEF GROUND FINE 73/27	IBP	8 / 10 LB.CW	60				
8	5 - FRESH MEAT	BEEF GROUND FINE 80/20	PACKER	2 / 5 LB	397				
9	5 - FRESH MEAT	BEEF GROUND FINE 81/19	IBP	8 / 5 LB.	66				
10	5 - FRESH MEAT	BEEF GROUND FINE 73/27	JBS SWIFT	8 / 10 LB	68				
11	5 - FRESH MEAT	BEEF GROUND FINE 81/19	JBS SWIFT	8 / 10 LB	2				
12	5 - FRESH MEAT	BEEF GROUND 80/20	WINN MEAT	1 / 10 LB	1				
13	5 - FRESH MEAT	BEEF STEW MEAT DICED	SUPREME MEAT	7 / 1.5 LB	4				
14	5 - FRESH MEAT	BEEF PATTIES 80/20 W BOZ	WINN MEAT	20 / 8 OZ	4				
15	5 - FRESH MEAT	CHICKEN BREAST RANDOM BLSL	PACKER	1 / 40 LB	65				
16	5 - FRESH MEAT	BEEF PATTIES 2/1 75/25 ANG	WINN MEAT	20 / 8 OZ	2				
17	3 - FROZEN MEAT	PRIME RIB CH FC TO RARE	TYSON	2 / 9-11#CW	1				
18	3 - FROZEN MEAT	ROAST BEEF SLICED .50 OZ EA	TYSON	6 / 32 OZ	13				
19	3 - FROZEN MEAT	BARBACOA COOKED VALUE PACK	SUPREME MEAT	2 / 5 LB	4				
20	3 - FROZEN MEAT	BARBACOA COOKED	GARCIA FOODS	8 / 2.5 LB	1				
21	3 - FROZEN MEAT	BEEF STEW MEAT 1 IN CUBE	SUPREME MEAT	1 / 10 LB	37				
22	3 - FROZEN MEAT	BEEF STEW MEAT 1/2 IN CUBE	SUPREME MEAT	1 / 10 LB.	274				
23	3 - FROZEN MEAT	BEEF PATTIES 3 OZ PRE CKD	KINGS COMMAND	54 / 3 OZ	26				
24	3 - FROZEN MEAT	BEEF CHILI MEAT 90/10	SUPREME MEAT	2 / 5 LB	1				
25	3 - FROZEN MEAT	CHILI MEAT BEEF 80/20	WINN MEAT	1 / 10 LB	1				
26	3 - FROZEN MEAT	BEEF PATTIES 3/1 CHUCK	HOLTEN MEAT	45 / 5.33 OZ	58				
27	3 - FROZEN MEAT	BEEF STEW MEAT 1X1	WINN MEAT	2 / 5 LB	8				
28	3 - FROZEN MEAT	BEEF PATTIES 3/1 CTF 75/25	HOLTEN MEAT	30 / 5.33 OZ	4				
29	3 - FROZEN MEAT	BEEF STEAK 5OZ SIRLOIN	NATIONAL STEAK & POULTRY	36 / 5 OZ	1				
30	3 - FROZEN MEAT	BEEF PHILLY MEAT PRECOOKED	ADVANCE PIERRE FOODS	4 / 2.5 LB	1				
31	3 - FROZEN MEAT	BEEF STEAK FRITTER 4/1 RAW	KINGS COMMAND	40 / 4 OZ	126				
32	3 - FROZEN MEAT	BEEF STEAK FINGER 1 OZ CHOP	ADVANCE PIERRE FOODS	160 / 1 OZ	12				
33	3 - FROZEN MEAT	BEEF STEAK FRITTER NAT 4/1	ADVANCE PIERRE FOODS	40 / 4 OZ	134				
34	3 - FROZEN MEAT	BEEF PATTIE STRIPS	ADVANCE PIERRE FOODS	2 / 5 LB	3				
35	3 - FROZEN MEAT	BEEF FAJITA MEAT PRE CKD	KINGS COMMAND	2 / 5 LB	2				
36	3 - FROZEN MEAT	BEEF PATTIES CHARBROILED	ADVANCE PIERRE FOODS	120 / 2 OZ	177				
37	3 - FROZEN MEAT	BEEF PATTIE CHARBROILED	ADVANCE PIERRE FOODS	102 / 2.5 OZ	19				
38	3 - FROZEN MEAT	BEEF PATTIES CHARBROILED	ADVANCE PIERRE FOODS	90 / 2.5 OZ	246				
39	3 - FROZEN MEAT	BEEF PATTIES CHARBROILED	ADVANCE PIERRE FOODS	40 / 4 OZ	45				
40	3 - FROZEN MEAT	BEEF SALISBURY CHARBROILED	ADVANCE PIERRE FOODS	50 / 3 OZ	81				
41	3 - FROZEN MEAT	BEEF SALISBURY STK 3OZ CKD	KINGS COMMAND	54 / 3 OZ	8				
42	3 - FROZEN MEAT	BEEF SALISBURY FLAMBROIL	ADVANCE PIERRE FOODS	114 / 3 OZ	246				
43	3 - FROZEN MEAT	MEATLOAF PORTIONED PC	ADVANCE PIERRE FOODS	75 / 3.20 OZ	23				

44	3 - FROZEN MEAT	MEATLOAF PATTIE DELUXE	ADVANCE PIERRE FOODS	76 / 3.15 OZ	89				
45	3 - FROZEN MEAT	BEEF STEAK FINGER 1OZ CKD	KINGS COMMAND	160 / 1 OZ	60				
46	3 - FROZEN MEAT	BEEF STEAK FINGER BRD PC	ADVANCE PIERRE FOODS	160 / 1 OZ	45				
47	3 - FROZEN MEAT	BEEF STEAK FRITTER 4/1	ADVANCE PIERRE FOODS	40 / 3.88 OZ	225				
48	3 - FROZEN MEAT	MEATBALL ITALIAN PRECKD .5OZ	SYRACUSE SAUSAGE COMPANY	1 / 10 LB	19				
49	3 - FROZEN MEAT	MEATBALL CHARBROILED CN	ADVANCE PIERRE FOODS	320 / .5 OZ	184				
50	3 - FROZEN MEAT	MEATBALL CHARBROILED .5 OZ	ARMOUR ECKRICH	320 / .5 OZ	12				
51	3 - FROZEN MEAT	BACON PRECKD REG 300 SL	TYSON	3 / 100 CT	1				
52	3 - FROZEN MEAT	BACON ENDS & PIECES	FARMLAND	1 / 15 LB	63				
53	3 - FROZEN MEAT	BACON PRECKD 300 SL	HORMEL	1 / 300 CT	1				
54	3 - FROZEN MEAT	BACON BITS O BACON CAN FC	TYSON	6 / 1 LB	1				
		GRAND TOTAL							

Additional Terms, Conditions, & Provisions

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

Invoices: all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington, Suite 101
Laredo, TX 78040

Unit Price: Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in bid prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

Substitutes: Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

Capacity: Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

Delivery:

Delivery to be made within 24 hours from request

Contract:

This contract will be awarded to the lowest, responsible proposer. The county reserves the right to award the contract to the bidders with the lowest price and/or overall Best Value. The county may award contracts to various bidders depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

Award of Bid:

Proposer must state a price on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower that quantities specified. If proposer is unable to price a particular item, please provide a written explanation.

Availability of Funds for Next Fiscal Year:
Funds are not presently available for performance under this contract beyond September 30, 2014. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2014 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the vendor.

Payment of Bills:
It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

Delinquent Taxes:
All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a bid/proposal.

References:
Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative

Legibility: Proposals must be legible and of a quality that can be reproduced.

FOB Destination:
All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Estimated Quantities:
The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

Statements:
No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/ requirements.

Pricing: Pricing provided in the bid by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

Other Fees, Charges, Surcharges: Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

Quote Fees: If a vendor is providing an estimate for work not under contract, the vendor must identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

Termination: The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

Ethics: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

Proprietary Information:
All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Furnished Forms: All bids should be submitted on furnished forms. Bids submitted on forms other than those provided by Webb County will not be considered.

Open Market: If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

Specification Clarification: If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the BID/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytx.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the BID/RFP/RFQ, and will be answered, and posted on the Webb County website.

References

Name of Firm	Address	Phone	Name of Contact

Vendor Information:

Name of Company: _____

Address: _____

_____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Bid:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

_____

_____
(Date)

IMPORTANT

Vendor must complete this bid document in its entirety in order for it to be valid

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.(Business Name)

_____ owes no property taxes as a resident of Webb County.(Business Owner)

_____
Person who can attest to the above information

*** SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

Webb County

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 if the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Linda Ramirez
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo , 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

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.

OFFICE USE ONLY

Date Received

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

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

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

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

_____

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Texas Department of
Agriculture

Form H2048
January 2008

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

☐ Yes

☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	**Vendor ID No. or Social Security No.**	**Program No.**

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered sub awards under this transaction?

☐ Yes

☐ No

Name of Contractor/Potential Contractor	**Vendor ID No. or Social Security No.**	**Program No.**

Name of Authorized Representative	**Title**

_____ _____

Signature – Authorized Representative Date

NOTICE TO ALL Proposers

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the atta ched is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

_____

Dr. Cecilia May Moreno
Webb County Purchasing Agent