

**City of Laredo
Purchasing Division**

RENEWAL NOTICE

May 8, 2026

Mr. Beto Lopez
Arguindegui Oil Co. II Ltd.
6551 Star Ct.
Laredo, Texas 78041

Re: FY24-061 Automotive Fuel – Fleet Department
Extension I

Dear Mr. Lopez,

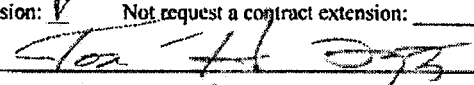
This is to inform you that the contract FY24-061 which was approved by City Council on May 6, 2024 is up for renewal. This is the first of three (1) year extension periods. Please advise if you wish to renew this contract.

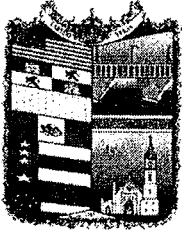
As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this authorization, please feel free to call me at (956) 794-1733.

Sincerely,


Jaime B. Zapata
Purchasing Agent

Xc: Purchasing File

Arguindegui Oil Co.	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <input type="checkbox"/> Jose H. LOPEZ	
Date: <input type="checkbox"/> 05/08/26	



**City of Laredo
Purchasing Division**

LETTER OF AWARD

May 7, 2024

Mr. Beto Lopez
Arguindegui Oil Co. II Ltd.
6551 Star Ct.
Laredo, Texas 78041

Re: FY24-061 Automotive Fuel – Fleet Department
Approved by City Council on May 6, 2024

Dear Mr. Lopez,

This is to inform you that the contract FY24-061 was approved by City Council on May 6, 2024. The term of this contract shall be for a period of two years. This contract has three (1) year extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1733.

Sincerely,

A handwritten signature in black ink, appearing to read 'Enrique Aldape III'.

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 5/6/2024

Consent Agenda 38.

SUBJECT

Consideration to award contract FY24-061 to the bidder Arguindegui Oil, Laredo, Texas, in an annual amount up to \$5,600,000.00 for the purchase of unleaded and diesel fuel for the City's automotive fleet. Contract unit price will be determined by the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. The contract may be extended for three more, additional one-year periods, each upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received six (6) bids through Cit-E-Bid for the purchase of unleaded and diesel fuel for the City's automotive fleet. During the contract period, the unit prices will be determined by adding the unit price to the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The weekly price shall be the OPIS Low Rack price for the Laredo area, plus the fixed price differential rate. The OPIS index is an average of the delivered, terminal price in cents per gallon, excluding all taxes for the Laredo area. This format allows for price changes based on an independent industry publication. This contract is based on the estimated usage of 900,000 gallons of unleaded fuel and 920,000 gallons of diesel fuel, 55,000 gallons of red diesel fuel, and 45,000 gallons of diesel exhaust fuel. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. This contract shall be the responsibility of and managed between the vendor and City of Laredo Fleet Department.

In determining Best Value for the City of Laredo, the following factors were considered by the Fleet Department, in accordance with the corresponding points, in evaluating the bids:

Evaluation Criteria:

Contractor's Profile & Qualifications	20
Support Letter	5
The bidder's past relationship with the City	25
Pricing & Discount	50
Total	100

Vendor	Evaluation Scores
Arguindegui Oil	94.3

Sun Coast Resources	80.0
Indigo Energy	72.3
Petroleum Trader	68.5
Saratoga Rack Marketing	64.8
Sunoco LLC.	59.8

Attached documentation: Bid Tabulation, Correction Memo, PowerPoint, and Average Scored Evaluation.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff is recommending that this contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2070.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

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. The City's obligation for performance of an annual supply 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.

All user departments are charged the actual usage on a monthly basis.

Automotive Fuel Contract
 Evaluator#1
 Evaluator#2
 Evaluator#3
 Evaluator#4
 Average & Final Scores

	Arguindegui Oil	Sunoco LLC	Petroleum Trader
	95.00	55.00	65.00
	94.00	50.00	57.00
	100.00	94.00	92.00
	88.00	40.00	60.00
	94.3	59.8	68.5

Automotive Fuel Contract
 Evaluator#1
 Evaluator#2
 Evaluator#3
 Evaluator#4
 Average & Final Scores

	Sun Coast Resources	Indigo Energy	Saratoga Rack Marketing
	85.00	80.00	60.00
	66.00	64.00	58.00
	96.00	90.00	88.00
	73.00	55.00	53.00
	80.0	72.3	64.8



FY24-061

**Arguindegui Oil Co. II, Ltd
Supplier Response**

Event Information

Number: FY24-061
Title: FY24-061 Automotive Fuel - Fleet Department
Type: Request For Proposal
Issue Date: 3/20/2024
Deadline: 4/15/2024 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Arguindegui Oil Co. II, Ltd Information

Contact: Beto Lopez
Address: 6551 Star Ct
Laredo, TX 78041
Phone: (956) 722-5251
Fax: (956) 727-7636
Toll Free: (800) 722-5251
Email: beto.lopez@argpetro.com

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

Jose H Lopez

Signature

Submitted at 4/15/2024 10:31:26 AM (CT)

beto.lopez@argpetro.com

Email

Response Attachments

Valero Letter.pdf

Supplier Support Letter

Arguindegui Oil Comfort Letter 2024.pdf

Arguindegui Oil Company Overview Letter

Taxes and Fees.pdf

Taxes and Fees

City of Laredo submitted 04152024 (2).pdf

FY24-061 Fuel Contract

Bid Attributes

1	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
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2 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

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.

I will comply with this form

<p>3 Questionnaire Description</p> <p>"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".</p>
<p>4 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid</p> <p>Arguindegui Oil Co. II, Ltd, Beto Lopez, 956-722-5251 ext 46</p>
<p>5 State how long under has the business been in its present business name</p> <p>82 years</p>
<p>6 If applicable, list all other names under which the Business identified above operated in the last five years</p> <p>N/A</p>
<p>7 State if the Company is a certified minority business enterprise</p> <p>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.</p>
<p>8 Questions Part 1</p> <p>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?</p> <p>1.No 2.No 3.No 4.No 5.No</p>
<p>9 Questions Part 2</p> <p>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?</p> <p>1.No 2.No 3.No</p>
<p>10 State if the Company is a certified minority business enterprise</p> <p>Historically Underutilized Business (HUB)</p>

1
1 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1
2 **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
3 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
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1 5	This is a <input type="text" value="New Submission"/>
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1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Beto Lopez"/>
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1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="A) FY24-061 Automotive Fuel B)Fleet Department"/>
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1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Arguindegui Oil Co. II, Ltd"/>
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1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
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2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/>
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2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
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2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
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2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
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2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="No response"/>
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25 **Question 7. Disclosure of political contributions**
 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
 b) Any owner or officer of entity seeking contract with the city (Question 3)
 c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
 d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
 e) The spouse of any individual listed in response to (a) through (d) above
 f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

26 **Question 7. Disclosure of political contributions**
 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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

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

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

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

I have read and understand this section

31 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**
 I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting 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-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

3 2	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 3	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company:</p> <p>1) Name 2) Title 3) Company or DBA 4) Date</p> <p><input type="text" value="1) Beto Lopez 2)Credit/Pricing Manager 3)Arguindegui Oil Co. II, Ltd 4) April 1, 2024"/></p>
3 4	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 5	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 7	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 8	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

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):**

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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:

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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

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.

I will comply with this form

4 Insurance Terms and Conditions

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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) 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.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as 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.

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

1. Sets forth all endorsements and insurance 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.

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) 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 mininum requirements

4 Terms and Conditions Request for Proposals

1

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.

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

8.0 VENDOR DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

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

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

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

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect

to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

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

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

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions

4 Ordinance 2018-O-175

2 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.

No response

4 3	Overview of Company as per 31.0 Information shall be uploaded on Cit-E-Bid. (20 Points) <input checked="" type="checkbox"/> Yes
4 4	Support Letter as per 32.0 Information shall be uploaded on Cit-E-Bid. (5 Points) <input checked="" type="checkbox"/> Yes
4 5	The bidder's past relationship with the City of Laredo - Prior Contracts as per 33.0 This information shall be uploaded on Cit-E-Bid. (25 Points) <input checked="" type="checkbox"/> Yes
4 6	Required State or Federal Taxes This information shall be uploaded on Cit-E-Bid. <input checked="" type="checkbox"/> Yes
4 7	Bidder to state brand or trade names of gasoline offered in this bid. This information shall be uploaded on Cit-E-Bid. <input checked="" type="checkbox"/> Yes
4 8	Federal Super Fund Charges or Environmental Loading Fee Schedule This information shall be uploaded on Cit-E-Bid. <input checked="" type="checkbox"/> Yes

Bid Lines

1	Package Header <hr/> Section IV: Bid Price Schedule An evaluation of the pricing to the City of Laredo - Weighted Evaluation Score (50 Points) * Vendor must bid on all items section in order to be considered for an award of contract* *****When bidding 1.1 to 1.6 fill either profit or discount***** Quantity: <u> 1 </u> UOM: <u> EA </u> Total: \$5,176,075.19 Item Notes: Package Items <hr/> 1.1 Transport Load (Unleaded Gasoline w/10% Ethanol) Discount from OPIS Average Rack Composite Quantity: <u> 1 </u> UOM: <u> Price/Gallon </u> Price: \$0.0225 Total: \$0.02
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1.2 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Profit from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: Total:

1.3 Transport Load
(No. 2, Ultra Low Sulfur Diesel)

Discount from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: Total:

1.4 Transport Load
(No. 2, Ultra Low Sulfur Diesel)

Profit from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: Total:

1.5 Tank Wagon Load
(Ultra Low Sulfur Red Diesel)

Discount from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: Total:

1.6 Tank Wagon Load
(Ultra Low Sulfur Red Diesel)

Profit from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: Total:

1.7 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Average rack price for 9/1/20

Quantity: 900000 UOM: OPIS Average Rack Price/Gallon Price: Total:

1.8 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Quantity: 900000 UOM: Bid Price/Gallon Price: Total:

1.9 Transport Load
No. 2 Ultra Low Sulfur Diesel

Average rack price for 9/1/20

Quantity: 920000 UOM: OPIS Average Rack Price/Gallon Price: Total:

1.10 Transport Load
No. 2 Ultra Low Sulfur Diesel

Quantity: 920000 UOM: Bid Price/Gallon Price: Total:

1.11 Tank Wagon Load
Ultra Low Sulfur Diesel

Average rack price for 9/1/20

Quantity: 55000 UOM: OPIS Average Rack Price/Gallon Price: Total:

1.12 Tank Wagon Load
Ultra Low Sulfur Diesel

Quantity: 55000 UOM: Bid Price/Gallon Price: Total:

1.13 Bulk Diesel Exhaust Fluid
(Not subject to OPIS Pricing)

Quantity: 45000 UOM: Bid Price/Gallon Price: Total:

Response Total: \$5,176,075.19



This letter is to notify you that if awarded, Valero will be supplying Arguindegui Oil the required products listed on the City of Laredo bid document FY24-061. The NuStar Laredo Terminal will be the supply point.

Sincerely,

Cheri L McDougle
Unbranded/Branded
Sales Rep – South Texas



ARGUINDEGUI OIL COMPANY II, LTD.

P.O. Box 1367, 4506 Highway 359, Laredo, Texas 78042
Phone: (956)722-5251 (800)722-5251 Fax: (956)722-7636

Proposal FY24-061 Automotive Fuel-Fleet Department

COMPANY OVERVIEW

Arguindegui Oil Company has a rich 82-year history and a bright future as South Texas' premier distributor of Fuels, Lubricants, and Chemicals.

Arguindegui Oil Company, founded in August 1942 by Peter Arguindegui Sr., began as a Commission Agent for Continental Oil Co. serving customers in the South Texas area. He grew the business successfully and was joined by his sons Peter Jr. and Charlie, during the mid-fifties. In April 1970 the business began operating as an Independent jobber and as a closely held Texas corporation. Arguindegui Oil fast became a top tier supplier to the construction, and the oil and gas companies of South Texas. By the mid-seventies, the company was a recognized distributor of quality lubricants and fuels.

Arguindegui began operating service stations in surrounding communities as well as in Laredo, Texas. By the early 1980's, the company expanded into convenience store marketing by building new stores and converting existing service stations into convenience stores. The nineties brought an era of growth and stability for the company as it began its transition to the third generation of Arguindegui leadership.

Today, the Company has evolved into a premier fuels, lubricant, and chemical distributorship headed by the third generation of Arguindegui's, Alfonso and Charlie Jr. The company operations include an unattended fueling site, seven bulk warehouse operations located at Laredo, Edinburg, Corpus Christi, Port Isabel, San Antonio, Waxahachie, and Odessa Texas.

The company's mission is continued growth/expansion as it continues to be the leading regional distributorship in retail and wholesale fuels, lubricants, and chemicals. Management and staff are committed to serve our retail/wholesale customers throughout our area of operations.

PAYMENT TERMS

30 days from date of delivery

ELECTRONIC BILLING

Available upon request

Invoices are generated on the same day as delivery

The individuals that will handle the Transit Department account are as follows:

Beto Lopez – Account Management
(Rocio Gamez-Assistant to account manager)

Jaime Fuentes – Customer Service Management

Mary Lou Maciel – Billing inquiries

CUSTOMER SERVICE REPRESENTATIVE OVERVIEW

Arguindegui Oil Company's Customer Service Department is staffed with experienced individuals with over 30 years of combined customer service experience. We are poised to react to ever changing market conditions on a 24/7/365 basis with a strong Customer Service group always on hand to take orders and dispatch maintenance crews.

Past business with the City of Laredo/Transit Management Inc

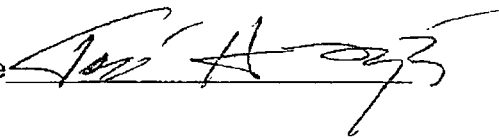
As of February 23, 2022, Arguindegui Oil Company has served the City of Laredo as the fuel vendor for the Transit Department. On August 22, 2003, Arguindegui Oil Company was awarded the Transit Department's Engine Oil and Transmission Fluid bid. Arguindegui Oil Company looks forward to the prospect of continuing its service to the City of Laredo under this new proposal.

References

Webb County-Annual contract for Fuel & Lubricants 2022-05
Jose Angel Lopez, III-Webb County Purchasing Agent (956) 523-4125

United ISD
Elizabeth Conde-Procurement Officer (956) 473-7919

Laredo ISD-Bulk Fuel & Fuel Related Products & Services
Hector Mejia-Procurement Direct (956) 273-1080

Signature 

Date 4/12/24

State & Federal Gasoline & Diesel Taxes

GASOLINE TAXES

State Tax	\$0.20000
Federal Oil Spill	\$0.00193
Federal Lust Fee	\$0.00100
Federal Hazardous Substance Super Fund	\$0.00364
Total	\$0.20657

0002ULS; 0002ULSLE

Clear Diesel (ULSD) On-road

State Diesel Fuel Tax	\$0.20000
Federal Oil Spill	\$0.00214
Federal Lust Fee	\$0.00100
Federal Hazardous Substance Super Fund	\$0.00405
Total	\$0.20719

0002ULSDD; 0002ULSDDLE

Diesel Red (HS) off-road

Federal Oil Spill	\$0.00214
Federal Lust Fee	\$0.00100
Federal Hazardous Substance Super Fund	\$0.00405
Total	\$0.00719

State Loading Fee:

<u>Gallons</u>	<u>Price</u>
1-2500	\$ 1.70
2501-5000	\$ 3.45
5001-8000	\$ 5.45
8001-10000	\$ 6.95

CITY OF LAREDO
PURCHASING DIVISION

Terms and Conditions Request for Proposals

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CITY OF LAREDO
PURCHASING DIVISION

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Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer 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 the Cit-E-Bid system under the 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, the 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 before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

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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 proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III

5512 Thomas Avenue

Laredo, Texas 78041

ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a 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 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 the 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)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code.

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

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 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 the 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 limitations. 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 the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

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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 the 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.

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 the list, then list prices must appear on the proposal schedule.

All invoices shall be mailed to:

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.

12.0 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 a 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 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 a 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 place 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, the Contractor shall specifically endorse applicable

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

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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 proposal 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 proposal 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.

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13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal 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 Proposal****

13.5 CONFLICT OF INTEREST FORMS (Attached)

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.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: 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.

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 will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this 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 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 the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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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.

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.

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**Request for Proposal
Automotive Fuel
Fleet Department**

15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a two-year contract for the purchase of automotive fuel for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, April 3, 2024 before 2:00 P.M.

16.0 General Conditions:

16.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder 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.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.0 Insurance Requirements

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Refer to 12.0.

18.0 Temperature adjustment

The contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the City using 60 F as normal temperature reading. Such corrections and adjustment will be shown on invoice billing to the City of Laredo.

19.0 Test methods

Deliveries of gasoline under this contract are subject to test to insure compliance with these specifications. All tests shall be made as per method used by the American Society of Testing Materials, unless otherwise specified. When test analysis shows gasoline meeting specifications, the City of Laredo will pay for said test; when test analysis shows gasoline does not meet specifications, contractor will pay for said test.

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20.0 Annual requirements

Gasoline Type/Grade	Approximate Quantities/Delivery	Approximate Annual Requirements
<i>City of Laredo</i>		
Unleaded, 87 Octane w/10% Ethanol	4,000 - 10,000 Gallons	900000 Gallons
No. 2 Diesel, (Ultra Low Sulfur, 0.05%)	4,000 - 10,000 Gallons	920000 Gallons
No. 2 Diesel, (Ultra Low Sulfur, 0.05%) Dyed Red	250 - 4,000 Gallons	55,000 Gallons
Bulk Diesel Exhaust Fluid (not subject to OPIS Pricing)	250-500	45000 Gallons

21.0 Bid Price Format

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The fuel price will be determined using a cost-plus format. The base price shall be the ***OPIS average rack price*** for the Laredo area (Diesel No.2 Ultra Low Sulfur, and Unleaded w/10% Ethanol). The base price bid of the vendor will remain fixed during the contract period. The contract price shall be F.O.B. destination and shall **exclude** all federal and state taxes. All applicable taxes will be identified separately.

For the purpose of considering the low bidder, the price shall be the ***OPIS average rack*** daily price for the Laredo area dated **Tuesday, September 1, 2020**, plus the fixed price differential bid by the successful bidder.

Example:

City of Laredo	Price/Gal.	
Transport Load - Unleaded Gasoline w/10% Ethanol	\$0.10	Discount or Profit from OPIS Average Composite
Transport Load No. 2, Ultra Low Sulfur Diesel	\$0.10	Discount or Profit from OPIS Average Composite
Tank Wagon Load, Ultra Low Sulfur Red Diesel	\$0.10	Discount or Profit from OPIS Average Composite

22.0 Delivery

Contractor may be required to make delivery of gasoline on weekends or holidays and outside of normal working hours. Most deliveries will be routinely scheduled however, contractor must be capable of making delivery within 24 hours notice.

22.1 Fleet Maintenance Orders Only: Fuel loads must be delivered from 8:00 A.M. to 12:00 P.M. Fuel loads will not be accepted during afternoon hours. No weekend deliveries will be required by the Fleet Maintenance Division.

22.2 Delivery Locations

22.2.1 Transport Loads:

22.2.1.1 Public Works Compound 5512 Thomas Ave.

22.2.1.1.1 Tank #1&2 unleaded tanks 10,000 gallons per tank.

22.2.1.1.2 Tank #3 Ultra Low Sulfur Diesel 12,000 gallons.

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22.2.1.1.3 Tank #4 Bulk Diesel Exhaust Fluid 1000 gallons.

22.2.1.2 City of Laredo Landfill 6912 Hwy. 359.

22.2.1.2.1 Tank #1 Ultra Low Sulfur Diesel 10,000 gallons.

22.2.1.2.2 Tank #2 Bulk Diesel Exhaust Fluid 1,000 gallons.

22.2.2 Tank Wagon Loads:

22.2.2.1 City of Laredo Landfill 6912 Hwy. 359: 2,500 gallon tank.

22.2.2.2 Southside Wastewater Treatment Plant 319 Riverfront: 2,500 gallon tank.

22.2.2.3 Fire Department Training Facility Mines Road: 2,500 gallon tank.

23.0 Price

Price will be for loads delivered F.O.B. any City storage tank as directed by the City's Purchasing Department and the Fleet Maintenance Division.

23.1 Vendor must provide a letter of support from a Refiner(s) stating that the volumes for this contract have been secured with a "bid backing" letter for the set terms. The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract. Consideration will be given to those that have such support from the Laredo Rack Terminal.

23.2 Vendor shall include freight and delivery charges in the bid pricing.

23.3 Federal Super Fund Charges or Environmental Loading Fees, federal and state taxes shall be identified separately. Federal and State Taxes shall be identified separately.

24.0 Fuel specifications

Product Number Basis		Unleaded Fuel 87.0 (R+M)/2 w/10% Ethanol						
Volatility Specifications			Distillation % Evaporated				EP	Driveability
Month	RVP Max.	T(v/l) Min.	10% Max.	50% Min.	50% Max.	90% Max.	Max.	Index (DI)
January	14.5 ²		131	150	235	365	437	1220
February	14.5 ²		131	150	235	365	437	1220
March	14.5 ²		131	150	235	365	437	1220
April	12.5 ²		140	150	240	365	437	1230
May	7.8		158	150	250	374	437	1240
June	7.8		158	150	250	374	437	1240
July	7.8		158	150	250	374	437	1240
August	7.8		158	150	250	374	437	1240
September 1-15	7.8		158	150	250	374	437	1240
September 16-30	7.8		158	150	250	374	437	1240
October	12.5 ²		140	150	240	365	437	1230
November	14.5 ²		131	150	235	365	437	1220
December	14.5 ²		131	150	236	365	437	1220

NOTE 1: V/L spec is waived in Texas for ethanol blended gasolines

NOTE 2: RVP spec includes the EPA 1.0 psi waiver for ethanol blended gasolines

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OCTANE SPECIFICATIONS

	<u>R+m/2</u>	<u>RON</u>	<u>MON</u>
Including 10% denatured ethanol			
ULR	87.0	Report	Report
ULP	93.0	Report	Report

ALL Grades, Cleanliness, Composition and Stability SPECIFICATIONS (as per current 40CFR80 requirement)

<u>Regulatory Parameters (NEAT CBOB)</u>	<u>Limit</u>	<u>Method</u>	<u>Other Parameters</u>	<u>Limit</u>	<u>Method</u>
Aromatics	Report	EPA-GC.MS	Oxidation Stability, Min	240	ASTM D525
Olefins, Vol.%	Report	ASTM D1319-xx	Phosphorus, g/gal., Max	0.003	ASTM D3231
Benzene, Wt.%, Max	4.90	ASTM D3606-xx	Lead, g/gal., Max	0.010	ASTM D3237
Oxygen, Wt.% Max. (MTBE, EtOH)	Report by Type	GC-OFID (EPA)	Copper Corrosion, Max	1	ASTM D130
Sulfur, Wt. PPM, Max.	80	D-2622 Correlated	Doctor	Negative	ASTM D484
Distillation, E200 (%Evap@200F)	Report	ASTM D86-xx	Mercaptan Sulfur	20 ppm(4)	ASTM D3227
Distillation, E300 (%Evap@300F)	Report	ASTM D86-xx	Color	Undyed	Visual
Oxygenates, Wt.%	0.05	ASTM D4815	Gum, mg/dL., Max	4	ASTM D381
Mercaptan Sulfur, Wt.%	Neg Doctor or .002	ASTM D3227	Silver Corrosion, Max	1	ASTM 4814
			NACE Corrosion		B+ TMO172
			Homogeneity		Pass 0.6 delta level max
			Workmanship		Pass in house SOP ASTM 4176-04el Proc. 1 modified for gasoline

Product Number Basis	Ultra Low Sulfur Diesel Fuel		
Specification	Unit	Limit	Test Procedure
Appearance			
Water & Sediment	Vol %	0.05 Max	D 2709
Color	Number	3.0 Max	D1500
Haze Rating	Rating	2 Max	D4176
Composition			
Carbon Residue(Ramsbottom)	Wt %	0.35 Max	D 524, D189
Volatility			
90%	Deg F	540 Min	D 86
	Deg F	640 Min	D86
Flash Point	Deg F	125 Min (1)	D93
Gravity	API	30 Min	D 287, D 4052
Fluidity			
Pour Point	Deg F	See Season	D 97
Cloud Point	Deg F	Table	D 2500
Viscosity@104F	CSt	See Season	D 445
	CSt	Table	D 445
		1.9 Min	
Lubricity, SLBOCLE	Grams	4.1 Max	D 6078
Lubricity, HFRR	mm	3100 Min	D 6079
		.45	
Combustion			
Celane Index or Celane Number (3,4)	Number	40.0 Min	D 976, D 613
Corrosion			
Copper Strip, 3 hr @50 deg C	Number	3 Max (2)	D 130
Aromatics (4)	Vol %	35 Max	D 1319
Contaminants			
Total Sulfur	PPM	30 Max	D 2622, D 4294
Water & Sediment	Vol %	0.05 Max	D 1796

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Ash	Wt %	0.01 Max	D 482
Additives Cetane Improver Dye	Lb/MBbl	675 Max Undyed	

Product Number Basis	Ultra Low Sulfur Dyed Red Diesel Fuel				
Test	Method	Test Results	Min.	Max.	UOM
Cloud Point	D5771	5.0		20.0	DEG F
IBP	D-86	359.6	RPT		DEG F
5% POINT	D-86	403.3	RPT		DEG F
10% POINT	D-86	427.1	RPT		DEG F
20% POINT	D-86	453.9	RPT		DEG F
30% POINT	D-86	476.8	RPT		DEG F
40% POINT	D-86	497.8	RPT		DEG F
50% POINT	D-86	517.1	RPT		DEG F
60% POINT	D-86	537.6	RPT		UOM
70% POINT	D-86	559.2	RPT		DEG F
80% POINT	D-86	584.8	RPT		DEG F
90% POINT	D-86	622.9	540.0	640.0	DEG F
95% POINT	D-86	659.5	RPT		DEG F
END PONT	D-86	673.5		690.0	DEG F
LOSS	D-86	3.0	RPT		VOL %
RECOVERY	D-86	97.0	RPT		VOL %
RESIDUE	D-86	0.00	RPT		% RESIDUE
API GRAVITY @60 F	D4062	34.58	30.0		DEG API
BS&W		0.00		0.05	VOL %
H2O CONCENTRATION		0.00		0.05	VOL %
VISCOCITY @40C	D445	2.9	1.9	4.1	cSt @ 40C
CARBON RESIDUE	D189	0.002		0.350	WT% RESIDUE
CORROSION	D849	1a	RPT		NONE
POUR POINT	D97	0.0		10.0	DEG F
BLOTTER RATING		1		7	NONE
HAZE RATING		2		2	NONE
ACID NUMBER	D974	0.0047		0.0300	NONE
SULFUR	D4045	3.2000		10.0000	PPM
HFRF	D6079	592		520.0	Micrometer
PENSKE-MARTIN FLASH	D93	152.0	125.0		DEG F
CETANE INDEX B	D4737 Cetane	45.3	40.0		INDEX
LRVV-37 662					

Season Table:

Month	Product Code	Pour point	Cloud Point
Jan, Feb, Nov.	WI	0 max (5)	14 max (5)
Dec. Mar, Oct	SU	15 max	24 max

25.0 Payment and Invoicing

- 25.1 All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.
- 25.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

**CITY OF LAREDO
PURCHASING DIVISION**

25.3 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

26.0 No Obligation
This RFP in no manner obligates the City of Laredo or any of its agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

27.0 Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Laredo.

28.0 Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

29.0 Evaluation Process
An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. In evaluating the responses the following predetermined criteria shall be considered:

30.0 Required Submittals
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

31.0 Section I: Overview of Company (upload onto Cit-E-Bid) 20Points
It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

31.1 Provide an overview of your company (years in service, number of employees, etc.).
See uploaded letter

31.2 List of specialized equipment which will be used to comply with this contract obligation.
See uploaded letter

CITY OF LAREDO
PURCHASING DIVISION

32.0 **Section II: Support Letter (upload onto Cit-E-Bid)- 5 Points** The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract. Consideration will be given to those that have such support from the Laredo Rack Terminal.

See uploaded letter

33.0 **Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) 25 Points – Prior Contracts.**

Prior Contracts:

See uploaded letter

**CITY OF LAREDO
PURCHASING DIVISION**

34.0 Section IV Price Schedule--Pricing (50 Points): An evaluation of the pricing to the City of Laredo. 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.

34.1.1 Bid Schedule

<i>City of Laredo</i>	<i>Price/Gal.</i>	
Transport Load Unleaded Gasoline w/10% Ethanol	\$.0225	Discount or Profit from OPIS Average Rack Composite
Transport Load No. 2, Ultra Low Sulfur Diesel	\$.0795	Discount or Profit from OPIS Average Rack Composite
Tank Wagon Load, Ultra Low Sulfur Red Diesel	\$.0898	Discount or Profit from OPIS Average composite

<i>City of Laredo</i>	OPIS average rack price For 09/1/20	Bid Price/ Gal.	Total Price/Gal For 09/1/20	Estimated Yearly Qty.	Bid Determination Total
Transport Load Unleaded Gasoline w/10% Ethanol	\$0. 1.4213	\$ -.0225	\$ 1.3988	900,000 gallons	\$ 1,258,920.00
Transport Load No. 2, Ultra Low Sulfur Diesel	\$0. 1.3457	\$ -.0795	\$ 1.2662	920000 gallons	\$ 1,164,904.00
Tank Wagon Load, Ultra Low Sulfur Red Diesel	\$0. 1.3268	\$ +.0898	\$ 1.4166	55000 gallons	\$ 77,913.00
Bulk Diesel Exhaust Fluid (not subject to OPIS Pricing)		\$ 1.87	1.87	45000 gallons	\$ 84,150.00
*Vendor must bid on all items in this section to be considered for an award of contract					\$ 2,585,887.00

Bidder to state brand or trade names of gasoline offered in this bid (**upload onto Cit-E-Bid**)

Valero unbranded

*****Make sure to circle either discount or profit on the price per gallon for each item.*

Required State or Federal Taxes Submitted online (**upload onto Cit-E-Bid**)

Federal Super Fund Charges or Environmental Loading Fee Schedule (**upload onto Cit-E-Bid**)

Federal Hazardous Substance SuperFund .00405

Company Name: Arguindegui Oil Co. II, Ltd

Owner/President Name: Alfonso Arguindegui

Company Address: 6551 Star Court

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Beto Lopez

**CITY OF LAREDO
PURCHASING DIVISION**

35.0 Selection Process

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

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

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

Section	Criteria	Max Points
I	Contractor's Profile & Qualifications (31.0)	20
II	Support Letter (32.0)	5
III	The bidder's past relationship with the City of Laredo – Prior Contracts (33.0)	25
IV	Pricing & Discount (34.0)	50
	Total	100

Percentage Rating for point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (31.0)	20	70%	14.00
II	Support Letter (32.0)	5	80%	4.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (33.0)	25	90%	22.50
IV	Pricing & Discount (34.0)	50	100%	50.00
			Total Score	90.50

CITY OF LAREDO
PURCHASING DIVISION

36.0 Payment and Invoicing

All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

37.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

38.0 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."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

38.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

CITY OF LAREDO
PURCHASING DIVISION

39.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional three-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

40.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to eadape@ci.laredo.tx.us

41.0 Termination of Contract

This contract shall be for an initial period of two years or twenty four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period.

41.1

Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

42.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Company Information Questionnaire**
- Signed Price Schedule**
- Conflict of Interest Questionnaire**
- Non-Collusive Affidavit**
- Discretionary Contract Disclosure**
- Certificate of Interested Parties (Form 1295)**

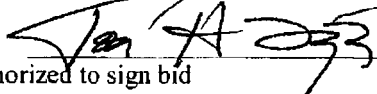
CITY OF LAREDO
PURCHASING DIVISION

43.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"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."

Name of Offeror (Business) Arguindegui Oil Co. II, Ltd

Signature  Date 4/12/24
of person authorized to sign bid

Print Name Beto Lopez
of person authorized to sign bid

Title: Credit/Pricing Manager

Business Address: 6551 Star Court

City, State, Zip Code: Laredo, TX 78041

Telephone Number: 956-722-5251 Fax Number: 956-727-7636

Contact Person Email Address: beto.lopez@argpetro.com

Federal Tax ID Number: 74-1668080

Bidders Principal/Corporate Place of Business Address: 6551 Star Court , Laredo, Texas 78041

Indicated Status of Business:
Corporation Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 82 years

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

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

CITY OF LAREDO
PURCHASING DIVISION

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

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 in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority 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

**CITY OF LAREDO
PURCHASING DIVISION**

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name Beto Lopez

Signature *[Handwritten Signature]*

Date 4/12/24

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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 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 to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, 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 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.

Signature of person doing business with the governmental entity

Date

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 Arguindegui Oil Co. II, Ltd
(a Partner or officer of the firm of, etc.)

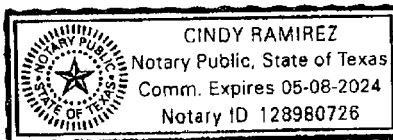
The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly 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 15th day of April 2024

Notary Public

My commission expires:
May 08, 2024



CITY OF LAREDO
PURCHASING DIVISION

46.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

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

*This is a ___ New Submission or ___ Correction or ___ Update to previous submission.

***1. Name of person submitting this disclosure form.**

Beto Lopez _____ Lopez _____
First _____ M.I. Last _____ Suffix _____

***2. Contract Information.**

a) Contract or Project name(s): FY24-061 Automotive Fuel

b) Originating Department(s): Fleet Department

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

_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

CITY OF LAREDO
PURCHASING DIVISION

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

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

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

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

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

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting 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-contract 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 will 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.

***Conflict of Interest Questionnaire (CIQ)**

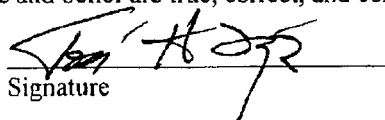
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Beto Lopez
Name (Print)


Signature

Credit/Pricing Manager
Title

Arguindegui Oil Co. II, Ltd
Company or DBA

4/12/24
Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

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.

Arguindegui Oil Co. II, Ltd
Laredo, TX United States

Certificate Number:
2024-1144435

Date Filed:
04/09/2024

Date Acknowledged:

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 services, goods, or other property to be provided under the contract.

FY24-061
Automotive Fuel- Fleet Department

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

5 Check only if there is NO Interested Party.

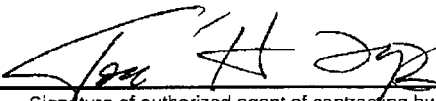
6 UNSWORN DECLARATION

My name is Beto Lopez, and my date of birth is 01-20-1969

My address is 6551 Star Court Laredo TX 78041 USA
(street) (city) (state) (zip code) (country)

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

Executed in Webb County, State of Texas, on the 9th day of April, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**CITY OF LAREDO
FLEET MANAGEMENT DEPARTMENT**

To: Enrique Aldape III

From: Ronald W. Miller, City of Laredo Fleet Management Director *RW*

Date: 4/18/2024

Re: FY24-061 Automotive Fuel bid

The fuel bid contract has been reviewed and some tabulations had to be changed to match the majority bidder's format. Two bidders used the discount rate to calculate the total charges of the gallons provided by Fleet. All other four bidders used the discount rate against the OPIS average rack price. In sections IV: Bid Price Schedule 1.8, 1.10 and 1.12.

Sun Coast Resources used the discount rate and didn't use the price per gallon after the discount rate.

Section IV: Bid price schedule

1.8 Transport load. The percentage discount was -0.024% equal to \$-21,000. This should have been .024% which equals to \$1.3973 discounted price per gallon multiplied by 900,000 gallons which equals to \$1,257,570.00.

1.10 Transport Lord. The percentage was -0.0575 equal to -\$52,900.00. This should have been .0575 equals which \$1.2882 discounted price per gallon multiplied by 920,000 gallons which equals to \$1,185,144.00.

1.12 Tank wagon load. The percentage was 0.069 equal to \$3,795.00. This should have been .069 which equal to \$1.3958 discounted price per gallon multiplied by 55,000 gallons which equal to \$74,789.00.

Sunoco, LLC used the discount rate and didn't use the price per gallon after discount.

Section IV: Bid price schedule

1.8 Transport load. The percentage discount was -0.0025% equal to \$--2250.00. This should have been 0.0025% which equals to \$1.4188 discounted price per gallon multiplied by 900,000 gallons which equals to \$1,276,920.00.

1.10 Transport Lord. The percentage was 0.0125 equal to \$11,500.00. This should have been 0.0125 equals which \$1.3582 discounted price per gallon multiplied by 920,000 gallons which equals to \$1,249,544.00.

1.12 Tank wagon load. The percentage was 0.25 equal to \$13,750.00. This should have been .069 which equal to \$1.5768 discounted price per gallon multiplied by 55,000 gallons which equal to \$86,724.00.

After, all bids were tabulated with of equal format. Arguindegui Oil Co. II Ltd. Is the lowest Bid. It is recommended to award Arguindegui Oil Co. II Ltd the FY24-061 Automotive fuel contract.