



**FY24-052**

**Villa Laredo Restaurant  
Supplier Response**

**Event Information**

Number: FY24-052

Title: Vending Machines - Snacks/Beverages

Type: Request For Proposal

Issue Date: 3/11/2024

Deadline: 4/8/2024 05:00 PM (CT)

Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

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

Notice is hereby given that the City of Laredo (hereinafter called "City") is soliciting formal request for Proposals (RFP), subject to the Terms and Conditions, for Vending Machine Services for the City of Laredo International Airport. Request for Proposals may be hand delivered at

the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas  
78040 **until 5:00 P.M. on April 8, 2024** and all proposals received will  
be opened and publicly acknowledged at **9:00 A.M. on April 9, 2024.**

### **Contact Information**

Contact: Gilberto Sanchez  
Address: Airport Dept.  
5210 Bob Bullock Loop  
Laredo, TX 78041  
Phone: (956) 795-2000  
Email: [gsanchez@ci.laredo.tx.us](mailto:gsanchez@ci.laredo.tx.us)

## Villa Laredo Restaurant Information

Contact: Carlos Bella  
Address: 5210 Bob Bullock Loop  
Unit 14  
Laredo, TX 78041  
Phone: (956) 763-1327  
Email: cbellajr@gmail.com

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

Carlos Bella

Signature

Submitted at 4/3/2024 10:02:26 PM (CT)

cbellajr@gmail.com

Email

## Requested Attachments

### Conflict of Interest Questionnaire Form

Conflict of Interest Questionnaire-  
Revised 1-1-2021 (1).pdf

Must be signed and submitted as part of your proposal.

### Non-Collusive Affidavit Form

Non-Collusive Affidavit.pdf

Non-Collusive Affidavit Form must be notarized and submitted as part of your proposal.

### Certificate of Interested Parties Form 1295

Form 1295.pdf

Form shall be submitted upon award of proposal.

### Attachment A

FY24-052 - Attachment A -  
Compensation Schedule.pdf

Must be submitted as part of your proposal. Failure to submit this form, proposal will be considered as incomplete.

### Attachment B

FY24-052 - Attachment B - Selling  
Price Schedule.pdf

Must be submitted as part of your proposal. Failure to submit this form, proposal will be considered as incomplete.

### Attachment C

FY24-052 - Attachment C -  
Experience, Background,  
Qualifications.pdf

Must be submitted as part of your proposal. Failure to submit this form, proposal will be considered as incomplete.

### Attachment D

FY24-052 - Attachment D -  
Proposed Incentives.pdf

Must be submitted as part of your proposal. Failure to submit this form, proposal will be considered as incomplete.

## Bid Attributes

### 1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☒ I agree

### 2 Terms and Conditions Request for Proposals

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the



general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

### **3.0 SUBMISSION OF PROPOSALS**

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or



cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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

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

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

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

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

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

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041 [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us). Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 [ealdape@ci.laredo.tx.us](mailto: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 be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

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

#### **11.0 ENTIRE AGREEMENT**

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

#### **12.0 PAYMENT & INVOICING**

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

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

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

☒ I Agree to the Terms and Conditions

### 3 Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

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

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

☒ I agree my insurance meets minumum requirements

#### 4 Disqualification & Debarment Certification

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

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

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

☒ I certify to the terms and conditions



## 5 Contract Requirements

**1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of RFP Only\*\***

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

<b>6</b>	<b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b> <b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b> Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section
<b>7</b>	<b>Questionnaire Description</b> "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
<b>8</b>	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> <div style="border: 1px solid black; padding: 2px;">Villa Laredo Restaurant / Carlos Bella</div>
<b>9</b>	<b>State how long under has the business been in its present business name</b> <div style="border: 1px solid black; padding: 2px;">35 years</div>
<b>10</b>	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> <div style="border: 1px solid black; padding: 2px;">N/A</div>
<b>11</b>	<b>State if the Company is a certified minority business enterprise</b> The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
<b>12</b>	<b>Questions Part 1</b> 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? <div style="border: 1px solid black; padding: 2px;">No</div>
<b>13</b>	<b>Questions Part 2</b> 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <div style="border: 1px solid black; padding: 2px;">No</div>
<b>14</b>	<b>State if the Company is a certified minority business enterprise</b> <div style="border: 1px solid black; padding: 2px;">This company is not a certified minority business</div>

<b>15</b>	<b>Conflict of Interest Disclosure</b> <p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <a href="http://www.ethics.state.tx.us/whatsnew/conflict forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict forms.htm</a>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks &amp; Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.</p>
<b>16</b>	<b>Conflict of Interest Questionnaire Form CIQ</b> <p>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>
<b>17</b>	<b>Conflict of Interest Questionnaire</b> <p>Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?</p> <div style="border: 1px solid black; padding: 2px; width: 100px;">Yes</div>
<b>18</b>	<b>Disclosure Form</b> <p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
<b>19</b>	<b>This is a</b> <div style="border: 1px solid black; padding: 2px; width: 100px;">New Submission</div>
<b>20</b>	<b>Question 1. Name of person submitting this disclosure form</b> <p>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)</p> <div style="border: 1px solid black; padding: 2px;">Carlos Bella</div>
<b>21</b>	<b>Question 2. Contract Information</b> <p>Please include the following: a)Contract or Project Name b)Originating Department</p> <div style="border: 1px solid black; padding: 2px;">N/A</div>
<b>22</b>	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <div style="border: 1px solid black; padding: 2px;">Villa Laredo Restaurant</div>



<b>23</b>	<p><b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b></p> <p><input type="text" value="Not Applicable"/></p>
<b>24</b>	<p><b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b></p> <p>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.</p> <p><input type="text" value="No response"/></p>
<b>25</b>	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p><input type="text" value="Not Applicable"/></p>
<b>26</b>	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p><input type="text" value="No response"/></p>
<b>27</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p><input type="text" value="Not Applicable"/></p>
<b>28</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p>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.</p> <p><input type="text" value="No response"/></p>
<b>29</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>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)</p> <p><input type="text" value="Not Applicable"/></p>
<b>30</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><input type="text" value="No response"/></p>
<b>31</b>	<p><b>Updates on contributions required</b></p> <p>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.</p>



<b>3</b> <b>2</b>	<b>Question 8. Disclosure of Conflict of Interest</b> Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
<b>3</b> <b>3</b>	<b>8. Disclosure of Conflict of Interest</b> If you selected I am aware of conflict of interest is question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
<b>3</b> <b>4</b>	<b>Question 9. Updates Required</b> I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section
<b>3</b> <b>5</b>	<b>Question 10. No Contact with City Officials or Staff during Contract Evaluation</b> I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
<b>3</b> <b>6</b>	<b>Question 11. Conflict of Interest Questionnaire (CIQ)</b> Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
<b>3</b> <b>7</b>	<b>Question 11. Oath</b> Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Carlos Bella, Owner, Villa Laredo Restaurant, 03/28/2024</div>
<b>3</b> <b>8</b>	<b>Question 12. Oath</b> I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct

## Bid Lines

<b>1</b>	Notice is hereby given that the City of Laredo (hereinafter called "City") is soliciting formal request for Proposals (RFP), subject to the Terms and Conditions, for Vending Machine Services for the City of Laredo International Airport. Request for Proposals may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 <b>until 5:00 P.M. on April 8, 2024</b> and all proposals received will be opened and publicly acknowledged at <b>9:00 A.M. on April 9, 2024</b> .  <b>1.0 Scope of Services</b>
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The City of Laredo International Airport is seeking a vendor to supply vending machine services. The term of this contract shall be for three (3) years with an option to renew two (2) additional, three (3) year periods upon mutual agreement of both parties.

1.1 All questions for this RFP shall be submitted through Cit-E-Bid no later than, March 29, 2024 by 5:00 PM.

## **2.0 Statement of Needs**

The City would like a vendor to supply drink and snack vending machine services. The respondent would be responsible for the machines and all maintenance and upkeep of the machines. The respondent would supply all products for the machines and ensure all machines are adequately stocked with quality, fresh product.

2.1 Product supplied in machines shall be brand name products. This service shall be provided at no cost to the City and the respondent would manage all monies associated with the operation of the machines. A notice shall be posted by the machine detailing refund procedures should individuals lose their money while attempting to purchase snack and drink items. The City will not be responsible – nor will assist with this process.

2.2 The respondent shall perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises. All equipment shall be kept in an orderly manner and fully functioning.

2.3 The City has the right to request additional machines to be placed, or for the removal of machines at existing location should they become unnecessary.

## **3.0 Definitions**

3.1 Snacks: shall be defined as any and all non-meal food items such as chips, popcorn, pastries, candy, cookies, and gum/mints. Respondent may only sell standard and nationally advertised products of first class standard grades and of good quality. At no time will vending machines have outdated snack/food items.

3.2 Equipment: shall refer to equipment necessary to dispense snacks at the facilities. Equipment shall be in new or like-new condition and shall be kept in good repair and cosmetically acceptable.

3.3 Service: shall refer to the repair and maintenance of the equipment and the replacement of any necessary parts. Only trained service technicians shall be used to perform maintenance as stipulated in this agreement. Service Technicians assigned by the contractor must be thoroughly qualified in all respects to perform the maintenance and repairs which may become necessary during the term of this agreement. The contractor shall have and maintain backup technicians who are completely qualified in all respects to assume responsibilities of the maintenance of the elevators and escalators covered by this agreement, in the event of sickness or other causes of absence of the assigned technician.

3.3.1 Working Hours: All work is to be performed during regular working days unless otherwise specified. If the City requests the to perform work outside of the regular working hours, the City agrees to pay for the difference between regular and overtime labor rates.

3.3.2 Competence: The contractor shall be experienced, have an established good reputation and shall be presently retained by other facilities for a minimum period of six (6) years. The Contractor shall maintain permanent service personnel to service the City of Laredo. The City of Laredo prefers that the contractor maintain permanent service personnel in the Laredo, Texas area. If your company does not maintain a permanent service representative in the Laredo area describe how your company will be able to perform on this contract.

3.3.3 Emergency Response Time: The contractor shall arrive at the site within 2 hours of receipt of a call that the equipment is inoperable or in problem status. If the contractor cannot do so due to another emergency situation at another City of Laredo property, the contractor shall immediately notify the designated City of Laredo contact person.

3.4 Maintenance: Respondent, at its cost, shall provide necessary functional equipment at the facilities. Upon discussion and mutual agreement, respondent shall provide service, at its cost and shall keep the equipment in good repair and acceptable cosmetic condition. The City shall supply electricity for the operation of the

equipment. Respondent's service personnel shall at all times observe all rules and regulations in effect at facilities.

#### **4.0 Equipment**

Respondent shall provide all Equipment, materials, and labor necessary to install, maintain, and operate the vending machines and to provide the vending services outlined and proposed, without charge to the City. Respondent and city shall mutually agree to a schedule for delivery and installation of equipment.

4.1 All vending equipment shall display the respondent's name, local service phone number, process for refunds, and regular days of the week for restocking.

4.2 If the City requests additional vending in new areas during the course of the agreement where the sale of snacks take place, respondent shall be responsible for furnishing equipment to service those areas.

4.3 The vendor shall provide remedial, replacement or repair service for faulty equipment or defective products or out of date products within twenty-four hours after verbal communication from a designated City of Laredo representative. The equipment shall consist of the following:

4.3.1 Coin Beverage Vending Machines - Coin slotted manually operated cold beverage vending machine dispensing 20 oz. bottles. The machines shall operate manually or electrically, be refrigerated and have a one-dollar bill change maker at all locations. Provide vending equipment that is new or current state of the art modern equipment with pricing of each item readily apparent to the user of the machine.

4.3.2 Change Making Machines - An automatic electric machine which provides change for one dollar bills at all locations.

4.3.3 Meters - All machines shall be equipped with a meter providing an accurate count of product dispensed.

4.4 All vending equipment shall be located outside/indoor.

#### **5.0 Requirements**

The City desires that the selected vendor(s) be able to comply with the following terms and conditions:

5.1 Deliver and set-up the machines at no cost to the City.

5.2 Provide vending equipment that is new or current state of the art modern equipment with pricing of each item readily apparent to the user of the machine. Upon completion of installations, successful offeror(s) shall provide a list of equipment by location to the Purchasing Agent, and certify that each unit is in proper working order.

5.3 Provide machines that take dollar bills and make change. Providing machines that take debit or credit cards is a plus.

5.4 As necessary, assist in the coordination and moving of existing vending equipment to allow for the installation of the new vendor's equipment.

5.5 Purchase all merchandise to be vended and be financially responsible for paying all bills related to the vending services.

5.6 At a minimum, re-stock machines on a regular weekly basis.

5.7 Stock machines with only nationally recognized premium brand products.

5.8 Be receptive to accommodating facility-specific product selections as may be requested by facility personnel.

5.9 Maintain, rotate and replace items in accordance with all applicable local, state, and federal regulations to ensure freshness.

5.10 Upon request of the City, supply purchase history for each machine.

5.11 Clearly identify servicing personnel via distinctive uniforms or clearly visibly company name badges.

5.12 Service malfunctioning machines within six (6) business hours of receiving calls for service, and have machine back in operation within 16 business hours should special parts be required to reactivate the machine.

As such, the successful vendor(s) shall have service and maintenance available to the City within a 120 mile

radius of the City.

5.12.1 Should a vending machine or machines be in constant disrepair, the City of Laredo reserves the right to remove the machine or machines from a location.

5.13 Replace a machine that is in disrepair within 16 business hours of determining that the machine is in disrepair.

5.14 Protect City property during the servicing of machines.

5.15 Label each machine with the defined process and procedure for returning money lost by patrons through vending machine malfunctions, including failure to vend, return of incorrect change, and vending of spoiled products. All refunds shall be provided to City staff at each location.

5.16 Clearly label each machine with a phone number to call when service issues arise.

5.17 Refrain from posting any signage on the vending machines, including advertising signs and fliers, without the prior approval of the City.

5.18 Relocate machine locations as may be required during the contract term.

5.19 Add or delete machines during the contract period as may be requested. New machines added will assume the same contract terms as agreed to under the original contract.

5.20 Refrain from subleasing or assigning the awarded contract or any portion thereof to any other person or firm without first obtaining the prior written approval of the City.

5.21 Refrain from raising prices on any menu items during the term of the contract without the expressed written consent of the City of Laredo Purchasing Agent. Price increases will be granted ONLY in the event and to the extent that documented evidence is presented indicating a change in the cost of the products offered or that there is a clearly definable increase to the cost of providing the vending services.

5.22 Assume sole risk of the vending machines as the City shall in no way be liable for destruction or theft of the property of the vendor through vandalism or any other cause.

5.23 Be able to execute and comply with the terms and conditions, including insurance requirements, as stated within the attached Services Agreement.

5.24 Remove the machines upon the termination of the agreement at no cost to the City.

5.25 \*\*\*\*\****Sales history for the City's current vending machines is not available.*** \*\*\*\*\*

## **6.0 Licenses and Permits**

Respondent shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules and/or regulations set forth by the City, County or the State of Texas.

## **7.0 Health and Food Standards**

Respondent shall meet all Health and Food Standard regulations set forth by the City, County or the State of Texas.

## **8.0 Nutritional Guidelines**

The City is committed to improving access to healthier food choices. A step towards this commitment is stocking healthy snack selections in City vending machines. The City currently has a wellness program to promote a healthy lifestyle which includes healthy eating, exercise programs, and health education. In accordance with this program, the City desires healthy snacks and drinks alternatives to be made available in the machines working with local departments to assure this menu. Healthy snacks: water, juice, nuts, granola, etc.

## **9.0 Specialty Vending Machines**

If desired, a respondent may offer the City specialty vending machines that the respondent believes may also serve the needs of the City. If the respondent offers specialty vending machines, the respondent must include enough information in its proposal to allow the City to make a considered evaluation whether the vending machine offered adds value and serves the best interest of the City. The City shall be the sole determinant on what serves its interest and its decision in that regards will be final.

## **10.0 Unsatisfactory Performance**

The City of Laredo may consider the following performances by the vendor as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to the following:

10.1 Failure to provide timely service.

10.2 Failure to provide fresh "in-date" products.

10.3 Failure of re-stock the machines as specified herein.

10.4 In the event the City of Laredo determines that the vendor has performed unsatisfactory, the City has the



right to terminate the contract immediately.

10.5 Should a vending machine or machines be in constant disrepair, the City of Laredo reserves the right to remove the machine or machines from a location.

### 11.0 Required Submittals

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

#### 11.1 Table of Contents (Please refer to Attachment tab)

- Attachment A Commission Rate of Proposal.
- Attachment B Proposed Selling Prices
- Attachment C Proposer's Support/Service/ Qualifications
- Attachment D Other Proposed Incentives

11.2 Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration.

### 12.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

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 RFP 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:

#### 12.1 Evaluation criteria:

12.1.1 Commission Rate of Proposal (**40 Points**) (proposer with the highest rate to the City receives the maximum points; remaining proposers are scored on a percentage ratio basis). Attachment A.

12.1.2 Proposer's total proposed selling price for products (**30 Points**): Proposals price for products (brand/nutrition/variety) (higher score based on lower price). Attachment B.

12.1.3 Proposer's Support/Service/Qualifications (**20 Points**) Attachment C.

12.1.3.1 Demonstrated prior experience in providing similar services.

12.1.3.2 Capability to provide responsive service.

12.1.3.3 Service and technical support infrastructure.

12.1.3.4 Proposed equipment for outside and inside facility use.

12.1.3.5 Provide vending equipment that is new or current state of the art modern equipment with pricing of each item readily apparent to the user of the machine.

12.1.4 Other Proposed Incentives (**10 Points**) Attachment D.

12.2 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

### **13.0 Award of Contract**

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be **awarded by sections** to the proposer(s) that provides the **best value** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City'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 proposal 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:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals: (Please refer to Attachment tab: Criteria Section)

### **14.0 Term of Contract**

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for two (2) additional, three (3) year periods upon mutual agreement of both parties. Should the vendor desire to extend the contract for the additional (3) 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 be bound by the terms of the proposal 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

### **15.0 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 [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

### **16.0 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.

### **17.0 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.

17.1 This contract shall be for an initial period of three years or thirty-six 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.

17.2 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.

### **18.0 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.

**19.0 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.

**20.0 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.

**Response Total: 0**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

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

Villa Laredo Restaurant

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

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

Not Applicable

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Not Applicable

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

7 CARLOS BELLA

Signature of vendor doing business with the governmental entity

04/03/2024

Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

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(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

Villa Laredo LAREDO, Texas USA

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

City of LAREDO

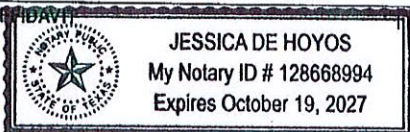
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Carlos Bella, this the 3rd day of April, 2024, to certify which, witness my hand and seal of office.

Jessica De Hoyos  
Signature of officer administering oath

Jessica De Hoyos  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

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PURCHASING DIVISION

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**Attachment A**

**Compensation Schedule**

**To be submitted with Respondent's Proposal**

Please describe your proposed pricing schedule and rationale for that pricing, including what you are charging other clients for similar work.

We propose to offer the City of Laredo a 10% commission from gross revenue from all vending machine sales. If a fixed amount is preferred, we offer to pay the City of Laredo a monthly fixed fee of \$300.00.

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Please provide a rate for the services that you are proposing to provide as a means of comparison. Annual Price to the City.

**Concession Rate of Proposal**

Section I: Cold Beverage Vending Machine Sales (The Concessionaire Shall pay the City of Laredo).

10 % (Ten percent) of gross revenue from beverage vending machine sales.

Section II: Snack Vending Machine Sales (The Concessionaire Shall pay the City of Laredo).

10 % (Ten percent) of gross revenue from snack vending machine sales.

Section III: Ice Cream Vending Machine Sales (The Concessionaire Shall pay the City of Laredo).

       % (                     percent) of gross revenue from ice cream vending machine sales.

Section IV: Gumball/Candy Quarter Machine Sales (The Concessionaire Shall pay the City of Laredo).

       % (                     percent) of gross revenue from gumball/candy vending machine sales.

**Option I**

Section V: Healthy Snack Vending Machine Sales (The Concessionaire Shall pay the City of Laredo).

       % (                     percent) of gross revenue from healthy snack vending machine sales.

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PURCHASING DIVISION

**Attachment B**

**Selling Price Schedule**

**To be submitted with Respondent's Proposal**

Sample List of Product & Retail Price Range

Section I: Cold Beverage Vending Machine Sales

Description	Price	Brand
Soda (20 oz.)	\$ 10 _____	Coca Cola _____ Dr. Pepper _____ Sprite _____ Coke Zero _____ _____ _____ _____ _____ _____
Water (20 oz.)	\$ 10 _____	Aquafina _____ _____ _____
Flavored Drink or Juice (20 oz.)	\$ _____	Gatorade _____ Mountain Dew _____ Lipton Green Tea _____

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**Section II: Snack Vending Machine Sales**

Description	Price	Brand & Description
Assorted Pastries: Example: Muffins, Donuts, etc.	\$ _____	Powder Donuts Honey Buns Oreo Cakesters Nutella & Go Big Texas Cinnamon Roll
Cookies: Example: Oreos, Famous Amos, etc.	\$ _____	Oreo Chips Ahoy Famous Amos Ritz Bitz Knott's Berry Farm
Candy Brand Names: Example: Snickers, M&Ms, Almond Joy, Hershey's, etc.	\$ 2.00	M&Ms, Almond Joys, Snickers, Hershey Plain Hershey Almond, Hershey Cookies & Cream Butter Finger, Kit Kat, Reeses Twix, Baby Ruth, Milky Way, Three Musketeers, M&M Peanut, Skittles
Nuts: Example: Corn nuts, Peanuts, trail-mix, Cashews, etc.	\$ 2.00	Trail Mix     
Chips/Miscellaneous Brand Names: Example: Lays, Fritos, Cheetos, Doritos, Ruffles, etc.	\$ 2.00	Doritos, Cheetos, Lays, BBQ Lay, Fritos Cool Ranch Doritos, Flamin Hot Cheetos, Flamin Hot Cheetos Lime, Flamin Funyuns Hot Fries, Doritos Flamin Hots, Funyuns Ruffles Cheddar & Sour Cream, Cheetos Puffs
Gum Brand Names	\$ 2.00	Trident - Original Flavor Trident - Spearmint Trident - Cinnamon
Granola Bars/Nutri-grain Bars	\$ 2.00	Nature Valley - Almond, Peanut Nature's Bakery Blueberry Nature's Bakery Raspberry



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**Section III: Ice Cream Vending Machine Sales**

Description	Price	Brand & Description
Vendor Suggested: _____	\$ _____	_____ _____ _____ _____
Vendor Suggested: _____	\$ _____	_____ _____ _____ _____
Vendor Suggested: _____	\$ _____	_____ _____ _____ _____ _____ _____

**Section IV: Gumball/Candy Quarter Machine Sales**

Description	Price	Brand & Description
Vendor Suggested: _____	\$ _____	_____ _____ _____ _____
Vendor Suggested: _____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested: _____	\$ _____	_____ _____ _____ _____ _____

**CITY OF LAREDO  
PURCHASING DIVISION**

**Section V: Healthy Snack Vending Machine Sales (Option I)**

Description	Price	Brand & Description
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____
Vendor Suggested Snack_____	\$ _____	_____ _____ _____ _____ _____

CITY OF LAREDO  
PURCHASING DIVISION

## Attachment C

### Experience, Background, Qualifications, to be submitted with Respondent's Proposal

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope and identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially midsize municipalities.
3. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
4. Please describe how your firm will handle new knowledge and support issues as they arise - both known and unforeseen.

#### References

Provide three (3) municipality references, that Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

#### Reference No. 1:

Firm/Company Name: Laredo International Airport  
Contact Name: Alejandro Labrada  
Address: 5210 Bob Bullock Loop City: Laredo State: TX Zip: 78041  
Telephone No. 956-795-2000  
Email: alabrada@ci.laredo.tx.us Date and Type of Service(s) Provided: Food Services/Vending Services

#### Reference No. 2:

Firm/Company Name: Laredo International Airport  
Contact Name: Manuel DeLuna  
Address: 5210 Bob Bullock Loop City: Laredo State: TX Zip: 78041  
Telephone No. 956-795-2000  
Email: mdeluna@ci.laredo.tx.us Date and Type of Service(s) Provided: Food Services/Vending Services

CITY OF LAREDO  
PURCHASING DIVISION

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**Reference No. 3:**

Firm/Company Name: Laredo International Airport

Contact Name: Gilberto Sanchez

Address: 5210 Bob Bullock Loop City: Laredo State: TX Zip <sup>78041</sup>

Telephone No. 956-795-2000

Email: gsanchez@ci.laredo.tx.us Date and Type of Service(s) Provided: Food Services/Vending Services

CITY OF LAREDO  
PURCHASING DIVISION

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**Attachment D**

**Proposed Incentives**

**To be submitted with Respondent's Proposal**

Please describe your proposed incentives and rationale to include what incentives are offered to other clients for similar services.

We feel that either 10% commission of gross revenue on sales or a fixed amount of \$300.00 is a fair offer to make to the City of Laredo.

The offer being made is in line with industry standards.

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Coca Cola

Dr. Pepper

Sprite

Aquafina

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Gatorade

Mountain Dew

Lipton Green Tea

Powder Donuts

Honey Buns

Oreo Cakesters

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CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

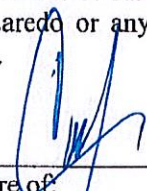
AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Carlos Bella  
(a Partner of 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 3rd day of April 20 24.

  
Notary Public

My commission expires:

October 19, 2027

