

REQUEST FOR PROPOSAL WITH SPECIFICATIONS

CITY OF CONROE

**RFP#52323 PARKS AND RECREATION VENDING MACHINE
PROPOSAL**



CITY OF CONROE
PARKS AND RECREATION

**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE June 15, 2023 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) RECREATION CENTER VENDING PROPOSAL

INTRODUCTION

The purpose of this RFP is to solicit proposals to select vending machine provider for multiple recreation facilities.

If you are interested in your organization being considered for this project, please submit four (4) copies of your proposal to:

USPS: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis St.
Conroe, TX. 77301
(City Hall 3rd Floor)

Due Date: On or before 2:00 p.m. on June 15, 2023.

All proposals shall be in a sealed envelope clearly marked “**Proposal for Parks and Recreation Vending Machines.**”

QUESTIONS AND INQUIRIES

Any person with questions regarding this RFP, including a request to visit the recreation centers, should email a written request for information / clarification to:

Kyle Bartlett
Office: 936-522-394
kbarlett@cityofconroe.org

Answers will be provided to all known candidates receiving RFP’s as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner’s rejection of all proposals.

SUBSTITUTIONS

No alternate bids or bid items will be considered for this proposal.

SCOPE OF SERVICES

The City of Conroe is interested in providing first class vending machines in recreation facilities as specified herein. The City will select a vending company to provide vending services in specified Parks & Recreation Facilities. Before submitting a proposal, each bidder will be held responsible for having examined the premises and satisfied themselves as to the existing conditions or location under which they will be obligated to operate, or that will in any way affect the services under the contract.

PROPERTY DESCRIPTION

Westside Recreation Center – 10245 Owen Dr, Conroe, Tx 77304

Equipment location(s): North hallway- Snacks and Drinks

C.K. Ray Recreation Center – 1203 Candy Cane Ln, Conroe, Tx 77301

Equipment Location(s): South end of main lobby- Snacks and Drinks???

Activity Center – 1204 Candy Cane Ln, Conroe, Tx 77301

Equipment Location(s) Main Lobby- Drinks only

Aquatic Center – 1205 Candy Cane Ln, Conroe, Tx 77301

Equipment Location(s) TBD: Drinks and Snacks

Oscar Johnson Jr. Community Center – 100 Park Pl, Conroe, Tx 77301

Equipment Location(s): Kitchen- Drinks only

SPECIAL PROVISIONS

Period of Operation: Upon acceptance and approval, this bid effects a written agreement between CITY and VENDOR(S), and contract will commence from execution date and is renewable for up to three (3) consecutive years.

Customer Payments Accepted: CITY is seeking vending services to accept both cash and electronic forms of payment.

Payment to CITY: Agreed upon percentage of sales payment will be made to the CITY within 30 days after the conclusion of each month and must include formal documentation of total sales.

Payment Default: In case VENDOR fails to make payment to CITY, pursuant to the terms of this agreement, CITY has the option to terminate the contract and seek legal relief appropriate to recover the balance due and may relet the privileges herein conveyed.

Supervision: VENDOR shall directly supervise vending operation at all times, maintaining adequate product and good working condition of equipment. Machines out of product or equipment out of order for more than 3 days may lead to termination of contract.

Alterations: Alterations to any part of the building or grounds on the premises will not be permitted without the prior approval of the Parks and Recreation Department. Any such alterations permitted will be at the expense of VENDOR and must comply with all City of Conroe building codes.

Sublet of Vending: VENDOR shall not sell, sublet or assign this contract or any portion thereof to any other person or assignee or lessee.

Violation of Contract, Law and/or Ordinances: In the event VENDOR is found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive to the good order and use of any PARK FACILITY, the said VENDOR shall be required leave the FACILITY at once. CITY may, in addition thereto, terminate and cancel this agreement and require any and all equipment be removed from premises.

Termination Clause: It is further understood and agreed that VENDOR will vacate the premises immediately upon receipt of written notice to him by CITY. In the event this contract is for any reason canceled, or at the termination of this contract and in case VENDOR fails to vacate the said premises upon aforesaid cancellation or at the termination of this contract, CITY shall not be responsible for any damage that might occur to VENDOR's property by virtue of CITY forcibly removing the property of VENDOR.

COMMUNICATION

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer’s failure to examine relevant documents or specifications will not relieve offer or from any obligation with regard to their response to this invitation.

CONDITIONS OF CONDUCT

At all times if any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this “RFP”. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.

REIMBURSEMENTS

There is no expressed or implied obligation for the City of Conroe to reimburse Proposer for any expenses incurred in preparing proposals in response to this request. The City will not reimburse Proposer for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents to competing Proposer until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the Proposer identifies as proprietary within the proposal.

DEFAULT

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

SELECTION PROCESS

As required under Government Code 2254, the Owner upon appropriate evaluation of all submitted proposals will rank up to three Candidates that it considers to be the most qualified to provide the concession stand services to the City of Conroe.

The City will select the proposal that offers the best combination of required specifications and best value for the City based upon the selection criteria below.

- a) Years in business and overall experience 25 points
- b) Condition of equipment 25 points
- c) Food and non-alcoholic beverage selection/ Pricing 25 points
- d) References of at least 3 current customers 10 points

e) Percentage of sales offered to CITY

15 points

If negotiations with the most qualified Proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation.

INDEMNIFICATION

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

INSURANCE REQUIREMENTS

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed:

COVERAGE	LIMITS
A. Worker’s Compensation	- As required by Texas Law
B. Employer’s Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer’s compliance with this section.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

CONDITIONS OF WORK

The CITY will determine location of equipment, and will provide electricity as necessary to operate vending equipment. Water is not provided. Music and other outward displays to attract business to machines is not permitted. Proposers are expected to be fully informed of buildings, locations and working conditions under which the service will be performed, and to have

thoroughly reviewed this RFP and specifications. Failure to do so will not relieve the successful proposer of any obligations to furnish the services as specified herein.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

INTERVIEWS

After written proposals are received and initially evaluated, the Owner may or may not require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

❖ Tab 1 – Cover Letter

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

❖ Tab 2 – Acceptance of Conditions

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

❖ Tab 3 – Company Background (2 – Pages Maximum)

1. Years in business under present name
2. Name and address of each office location
3. Ownership structure (Corporation / Partnership)
4. Company trade organizations / associations / affiliations
5. Proposed Fee structure (considering the percentage to the CITY)

❖ Tab 4 – Experience of Key Personnel (2 – Pages Maximum)

1. List key personnel that will be assigned or oversee each location
2. Describe all methods to select and train personnel who will oversee each location, as well as a description of how customer complaints will be handled

❖ Tab 5 – List of Items and prices to be sold (2 – Pages Maximum)

List all items for sale and prices and a description of the equipment and other means of providing the proposed service.

❖ Tab 6 – References (1 – Page Maximum)

Provide professional references where you have provided services or performed similar work to the City of Conroe scope of work, in whole or in part.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- F. Agent shall **initial** each applicable item below to certify acknowledgement.

_____ Initial to indicate the required proposal submittals are enclosed.

_____ Initial to acknowledge receipt of addendum and/or amendment (if applicable).

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(Email address)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

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:

(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.

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means:
 - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20__, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

Senate Bill 13 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001.
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20__, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE