

REQUEST FOR BIDS

HIDALGO COUNTY “Vending Machine Services”

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-015-00-00-SMA

1. Sealed bids will be received for **“HIDALGO COUNTY-VENDING MACHINE SERVICES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they believe would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-015-00-00-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, MAY , 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2009-015-00-00-SMA-HIDALGO COUNTY-“VENDING MACHINE SERVICES”

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within ninety (90) days from the scheduled time to open bids.
8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
9. County reserves the right to accept or reject any or all bids.
10. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes possession)
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):

- Remittal of payment:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation- "**HIDALGO COUNTY-VENDING MACHINE SERVICES**"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Energy Cost Reimbursement/Monitoring questions:

Raul Silguero, Budget Officer
Hidalgo County Department of Budget and Management
2818 S. Business Hwy 281
Edinburg, Tx 78539
(956) 292-7025

16. SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	_____ , 2009
Award of Contract	_____ , 2009
Commence Work or Deliver Products	_____ , 2009

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase

obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“Vending Machine Services”
BID NO.: 2009-015-00-00-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

SPECIFICATIONS/TERMS AND CONDITIONS

1. SCOPE:

Hidalgo County is requesting bids from qualified vendors to furnish and service "Vending Machine Concession Services" in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

2. INCURRED EXPENSES:

All costs and expenses associated with the preparation and submission of bids, proposals and or/quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. DESCRIPTION:

The awarded vendor will provide all services necessary for soft drinks and snacks/food dispenser(s) in accordance with all local, state, and federal laws, and regulations. These services shall include all necessary personnel, labor, transportation, packaging, equipment, insurance and all other items normally required of a business to operate a vending machine concession. The Vendor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits. The vending machines furnished pursuant to this contract, and any replacements thereof shall remain the property of the Vendor with no sale or lease intended. The vendor shall, at its sole cost and expense, service all equipment with merchandise and maintain equipment clean, sanitary, and good mechanical condition. The County will not be responsible for loss of or damage to Vendor's vending machines, equipment, or their contents, except where such loss or damage is caused by the negligence or willful conduct of the County or agents or employees of the County. **Vendor agrees to furnish additional machines at prices agreed to in this bid.**

4. DAMAGE DEPOSIT:

Within ten (10) days after notification of award and prior to installation of any machines on Hidalgo County premises, the successful bidder shall deposit with Hidalgo County the sum of Five thousand (\$5,000.00) dollars in cash, cashier's check or surety bond made out to Hidalgo County, out of which sum Hidalgo County may, either during or at the end of the term of this contract, replace or repair to the satisfaction of Hidalgo County any equipment and/or building damaged by the vendors equipment, employee's, agents or subcontractors and pay any fees or charges that may be in arrears AND DUE TO COUNTY. Bond shall be issued by a surety company authorized to do business in the State of Texas. Successful bidder will, upon demand, replace and repay into such deposit any amount paid there from during the term of this contract by Hidalgo County for such purposes and shall maintain the total amount intact at all times. Failure of successful bidder to maintain the security deposit will be a breach of this contract. Such deposit, or unused portion thereof, will be returned to successful bidder after this contract expires or is terminated and proper replacement/repair costs and fees have been deducted.

5. EQUIPMENT INFORMATION:

- a) All machines will be in first class operational condition. Hidalgo County will inspect and approve all equipment prior to installation.
- b) Vendor shall provide a list of equipment including the type, model, and year of manufacture for each machine proposed for this contract. Machines will be new, current production models or updated, refurbished models. All machines will contain dollar bill reader/changers.
- c) Vendor shall provide a complete list of proposed products to be sold. This list will include brand name, portion size, and proposed selling price as stated on the Bid Page. The current product categories and prices are included on the Bid Page.
- d) Hidalgo County reserves the right to approve all vending machines before installation and require replacement or removal of machines, which for any reason are not considered acceptable

6. COMMISSIONS:

Hidalgo County **WILL NOT** be paid a commission for the placement of vending machines on County premises, and will award this contract solely based on product charges. However, Hidalgo County will require the awarded vendor to reimburse the County for energy expenditures as detailed in the specifications contained herein. (Refer to paragraph 16-

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Hidalgo County
"Vending Machine Services"
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Energy Cost Reimbursement)

7. SANITATION:

Vendor shall be responsible for keeping all vending machines clean, orderly, attractive, and in sanitary condition and in compliance with all applicable state, federal, and local health and sanitation requirements.

8. SERVICE:

- a) Vendor agrees to adequately service and stock machines on a timely basis or on an as needed basis during County business hours (8:00 a.m-5:00 p.m.) and to assure that all merchandise in the machines is fresh. ITEMS MUST NOT EXCEED EXPIRATION DATE.
- b) Vendor shall respond to calls for service or re-stocking of machines within 48 hours.
- c) Service calls shall include, but not be limited to, malfunction, low stock, expired stock, or item change needs.
- d) In the event repairs cannot be completed with the initial response, every effort by the vendor shall be made to provide limited repair or replacement of machine to allow for effective functioning of the system until complete restoration can be made.
- e) Bidder shall state approximate time of day for servicing of machines in the space provided. Successful bidder shall check in with designated contact at each location each time machine is serviced. Designated contacts will be supplied to awardees.

9. REFUNDS:

Vendor shall refund to Hidalgo County money lost by customers through equipment malfunctions including, but not limited to, non-delivery of merchandise, spoiled products or incorrect change. The means by which the reimbursements are to be made shall be mutually agreed upon between Vendor and Hidalgo County.

10. SELLING PRICES:

All snack items, chips, pastries, candies, and drinks sold through vending machines shall be sold at the prices submitted with the Exhibit "B" (Bid Page) by the Vendor.

11. SITE INSPECTION:

Vendors are expected to visit the Hidalgo county locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

12. INSTALLATION and REMOVAL:

- a) Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Vendor, who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.
- b) Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Vendor shall be responsible for all damage to County property resulting from the Vendors operation, which shall be promptly repaired by the Vendor at the Vendor's sole expense.
- c) Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place.
- d) Current awarded vendor will remove all vending machines within ten (10) days after termination of date of contract.

13. USE OF HIDALGO COUNTY PREMISES:

Successful bidder shall make no other use of the designated premises other than the purposes stated in this RFB. Successful bidder agrees generally to operate first class vending service areas. Without limiting the general requirements of this RFB, vendor expressly agrees as follows:

- a) To abide by all Federal or State regulations as to policy, limitations on food stuffs, drinks, etc., sold in vending

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service machines;

- b) Not to permit in the designated premises any disorderly conduct or practice in violation of any ordinances of the County or Cities in Hidalgo County or of any State or Federal law, or of a sort likely to bring discredit upon Hidalgo County.

14. MAINTENANCE:

Vendor shall maintain all vending machines in good working order when installed and thereafter to completion of the contract. The County shall have no liability to Vendor for maintenance of the equipment or any damage to vending machines by a third party and Vendor shall not make any claim against, or seek recovery from, the County for any loss or damage to the vending machines.

15. POSSESSION OF DESIGNATED PREMISES:

Successful bidder shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this bid are fulfilled. Failure to provide all pre-possession requirements shall continue default of the contract and Hidalgo County may annul the award and award the contract to the next low bidder as it deems to be in the best interest of the County.

16. UTILITIES AND OTHER CONSIDERATIONS:

Hidalgo County will provide water service, electricity service (as reimbursable), lighting, heating and air conditioning of designated premises, but without liability on Hidalgo County's part arising from temporary interruption thereof on due to breakdown, power failure or like causes. Successful bidder agrees that in the use of such utilities, no service herein enumerated shall include janitorial services.

17. DESIGNATION OF BILLING:

ENERGY COST REIMBURSEMENT WILL BE MONITORED ON A MONTHLY BASIS BY MR. RAUL SILGUERO FROM HIDALGO COUNTY DEPARTMENT OF BUDGET AND MANAGEMENT.

Energy cost reimbursement payment will be made payable to: Hidalgo County

EXAMPLE OF FORMULA ON ELECTRICITY AMOUNT PER MONTH*

Total amt of Refrigerated Machines	47	Total amt. of Snack Machines	29
kwh p/day (consumption)per machine	8	kwh p/day (consumption)per machine	1.2
Current Cost p/kWh	0.13	Current Cost p/kWh	0.13
Monthly cost	\$ 1,466.40	Monthly cost	\$135.72
Cost per day per machine	\$1.04	Cost per day per machine	\$0.16

***The example of energy consumption is provided only as a guide to the bidders and does not guarantee the actual cost of electricity to County which may fluctuate from time to time.**

18. ENERGY COST REIMBURSEMENT AND MONITORING:

Awarded vendor will be responsible to reimburse Hidalgo County for monthly electricity cost for each vending machine installed which will be calculated based on the consumption of the electricity used for a base model vending machine.

19. ADDITIONAL PROVISIONS:

Except for utilities(describe in paragraph 15) successful bidder shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to, or at such designated premises, or of any person employed, or claiming to have been employed, by the successful bidder.

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Hidalgo County
"Vending Machine Services"
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- a) Prices shall be plainly posted on each vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale.
- b) Successful bidder accepts full responsibility for the installation and efficient operation of all equipment used.
- c) Successful bidder shall not employ any person or persons in any Hidalgo County facility that shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.
- d) Successful bidder shall provide an adequate number of personnel to properly service and stock vending machines.
- e) Successful bidder's employees shall at all times be polite and courteous in their dealing with patrons of Hidalgo County.
- f) Successful bidder shall provide a means for Hidalgo County patrons to receive refunds for faulty machines and any products that are not up to standard

20. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

21. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT:

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of HIDALGO COUNTY.

22. CONTRACT TERM:

- a) Contract initial term is for a period of two (2) years, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms and conditions.
- b) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term

23. LOCATION OF VENDING MACHINES:

- a) The following locations and/or machine requirements listed below are to be considered minimum. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Hidalgo County Sheriff's Office- Academy 715 El Cibolo Rd Edinburg, Tx Contact: Juan Tapia 956-383-8114	1	1
Hidalgo County Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	2	4
Hidalgo County Law Enforcement	2	2

EXHIBIT "A"
Hidalgo County
"Vending Machine Services"
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DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114		
Hidalgo County Sheriff's Office (Motor Pool) 713 El Cibolo Rd Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	none	1
Hidalgo County Juvenile Justice Center & 449 th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	2	2
Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	1	2
Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	2	1
Hidalgo County Restitution Center 1124 N. M. Rd Edinburg, Tx Contact: Robert Lizcano 381-0733 ext.201	1	2
Hidalgo County Courthouse 100 N Closner Edinburg, Tx Contact: Irene Cantu 956-956-289-7850	1	2
Hidalgo County Annex I (Master Court #1 & Auxiliary Court A) 100 N. Closner Edinburg, Tx Contact: Irene Cantu 956-289-7850	none	1
Hidalgo County Election Department 101 S. 10 th Edinburg, Tx Contact: Terry Trujillo 956-318-2571	none	1
Hidalgo County Administration (Atrium) 100 East Cano 1 st Floor & 4 th Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Community Center/WIC Clinic 230 N. 86th Edinburg, Tx Contact: Gloria Beltran 956-383-3112	none	1
Hidalgo County Pct. 1-(Delta Lake) Rural Route 1 Box 2572 Monte Alto, Tx Contact: Noe Montez 956-968-8733	1	1
Hidalgo County-430 th District Court 111 S. 9 th St.	1	2

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DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Edinburg, Tx Contact: Maricela Salinas 956-318-2900		
Hidalgo County Drainage District 902 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez 956-318-2641	none	1
Hidalgo County Health & Human Services (Central Office) 1304 S. 25 th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Health & Human Services/Tax Department (Auto License) 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	3
Hidalgo County Precinct No. 1 (Office) 1711 N. Bridge Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	2	2
Hidalgo County Precinct No. 1 (Sunrise Park) Mile 11 & 2 ½ Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	1	1
Hidalgo County Precinct No. 2 301 E. State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 2 329 East State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx Contact: Norma Ceballos 956-585-4509	1	1
Hidalgo County Precinct No. 4 (Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	none
Hidalgo County Precinct No. 4 1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	1
Hidalgo County Restitution Center 1124 N. M Rd Edinburg, Tx 956-381-0733 Contact: Robert Lizcano	1	2
Hidalgo County WIC Administration Office 3105 W. University Drive	none	1

EXHIBIT "A"
Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-00-00-SMA

DEPARTMENT/CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Edinburg, Tx Contact: Mague Gonzalez 956-381-4646		
Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 702 E. Tejano Hidalgo, Tx Contact: Mague Gonzalez 956-381-4646	1	1
Hidalgo County WIC Clinic 300 E. Hackberry Ave. McAllen, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic W. Old Hwy 83 & Breyfogle Mission, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 1903 Fir Pharr, Tx Contact: Mague Gonzalez 956-381-4646	none	1
GRAND TOTAL	29	47

- b) Upon completion of installations, VENDOR SHALL PROVIDE A MASTER LIST of all their equipment including: model, type (drink or snack), capacity, required energy usage (kWh/day) for each unit, and all locations of said equipment, to the County and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

24. CONTRACT LIENS PROHIBITED:

Successful bidder shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful bidder to do so.

25. SIGNS/ADVERTISEMENT:

Other than signs on bidder's own machines, successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

26. REQUESTED INFORMATION:

Successful bidder shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in County vending machines.

27. OTHER TERMS & CONDITION AND REQUIREMENTS:

- a) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

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Hidalgo County
"Vending Machine Services"
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- b) The Insurance Requirements for the selected vendor are:
 - 1) General Liability
 - 2.) Automotive insurance
 - 3.) Workers Compensation (Refer to **Exhibit "C" for limits**).
- c) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

- d) Prices must be firm for the entire contract term and each consecutive contract period.

- e) Any contract awarded to a successful bidder will be in effect until;
 - 1.) The contract expires
 - 2.) Delivery acceptance of products and/or performance of services ordered, or
 - 3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

28. ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

29. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MONTH, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH, 2009 by 5:00 p.m.