

**THE STATE OF TEXAS** §  
§  
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**  
**C-09-015-06-22**

**THIS CONTRACT** is made and entered into this 22<sup>nd</sup> day of **June, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Norma Hernandez d/b/a C.V. Services** ("Company").

**WHEREAS**, Company responded to advertised notices for bids for "**Vending Machine Services**" and;

**WHEREAS**, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County** as identified in Exhibit "A" Request for Bids (RFB) Procurement Packet, (#23, Pg. 5 of 9) . The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and any extension thereof, the services in accordance with the (RFB) procurement packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of two (2) years, commencing upon approval of Commissioner's Court and expiring on **June 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay County for electricity used as described in Exhibit "A" Request for Bids (RFB) Procurement Packet, (#17, Pg. 4 of 9) attached hereto payable against written invoice submitted by County.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage prior to providing the Services.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                      The County of Hidalgo  
                                                 Attn: County Judge  
                                                 100 E. Cano  
                                                 Edinburg, Texas 78539

If to Company:                      Norma Hernandez d/b/a C.V. Services  
                                                 Attn: Norma Hernandez  
                                                 205 Paredes Line Road  
                                                 Brownsville, Texas 78521

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County with or without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 29th day of June, 2009.

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: [Signature]  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: [Signature]  
Juan D. Salinas, III, County Judge

**ATTEST:**

[Signature]  
Arturo Guajardo, Jr., County Clerk

**COMPANY: Norma Hernandez d/b/a  
C.V. Services**

By: [Signature]  
Printed Name: Norma Hernandez  
Title: owner

**WITNESS** our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED AS TO FORM**

By: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY: Norma Hernandez d/b/a  
C.V. Services**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB)**  
**PROCUREMENT PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

May 18, 2009

(Company's Name & Address)

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Re: **HIDALGO COUNTY**  
Request for Bids -"**VENDING MACHINE SERVICES**"  
**Bid No: 2009-015-06-03-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma

Enclosures




PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)**  
**CHECKLIST**  
HIDALGO COUNTY  
"VENDING MACHINE SERVICES"  
Bid No: 2009-015-06-03-SMA

1. Request for Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.  
*(Page 7 must be submitted with bid)*
3. Exhibit "A" Specifications, consisting of 9 pages.
4. Exhibit "B" Bid Form, consisting of 3 pages.  
*(Must be submitted with bid)*
5. Exhibit "C" Insurance Requirements, consisting of 5 pages.  
*(Must be submitted with bid)*
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.  
*(Copy of receipt and this form must be submitted with bid)*
7. Vendor/Bidder Application and W-9 form consisting of 7 pages.  
*(Must be submitted with bid)*
8. Certification Regarding Debarment, consisting of 2 pages.  
*(Must be submitted with bid)*
9. Draft Service Contract, consisting of 7 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB  
Purchasing Agent

May 18, 2009  
Date

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY “Vending Machine Services”**

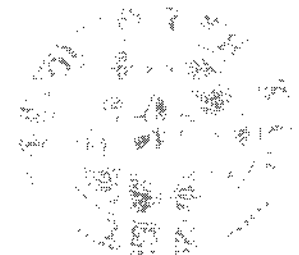
**BID OPENING DATE:  
June 03, 2009**

**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



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-2009-015-06-03-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, JUNE 03, 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. 2009-015-06-03-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

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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	<u>June 03, 2009</u>
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.

**18. 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.

**19. 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

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

20. 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.
21. 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.
22. 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.
23. 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

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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 to 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.: 2009-015-06-03-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: \_\_\_\_\_

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

EXHIBIT "A"  
SPECIFICATIONS/REQUIREMENTS

Hidalgo County  
REQUEST FOR BIDS  
"VENDING MACHINE SERVICES"  
BID No. 2009-015-06-03-SMA

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EXHIBIT "A"  
Hidalgo County  
"Vending Machine Services"  
Bid No. 2009-015-06-03-SMA  
Specifications

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**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

EXHIBIT "A"  
Hidalgo County  
"Vending Machine Services"  
Bid No. 2009-015-06-03-SMA  
Specifications

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reimburse the County for energy expenditures as detailed in the specifications contained herein. (Refer to paragraph 16- 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

**EXHIBIT "A"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2009-015-06-03-SMA**  
**Specifications**

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 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 constitute 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 <b>Refrigerated Machines</b>	47	Total amt. of <b>Snack Machines</b>	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.

**EXHIBIT "A"**  
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**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.

- 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	1	1

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DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Contact: Juan Tapia 956-383-8114		
Hidalgo County Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	2	4
Hidalgo County Law Enforcement 711 El Cibolo Rd Edinburg, Tx Contact: Anacleto Martinez 956-383-8114	2	2
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 <sup>th</sup> 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 <sup>th</sup> Edinburg, Tx Contact: Terry Trujillo 956-318-2571	none	1
Hidalgo County Administration (Atrium) 100 East Cano 1 <sup>st</sup> Floor & 4 <sup>th</sup> 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. 86 <sup>th</sup> Edinburg, Tx	none	1

**EXHIBIT "A"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2009-015-06-03-SMA**  
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DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Contact: Gloria Beltran 956-383-3112		
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 <sup>th</sup> District Court 111 S. 9 <sup>th</sup> St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	1	2
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 <sup>th</sup> 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 (I/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	1	1

**EXHIBIT "A"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2009-015-06-03-SMA**  
**Specifications**

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Edinburg, Tx Contact: Gloria Beltran 956-383-3112		
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 Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
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
<b>GRAND TOTAL</b>	<b>29</b>	<b>47</b>

b) Upon completion of installations, **VENDOR SHALL PROVIDE A MASTER LIST** of all their equipment including: model, type (drink or snack), capacity, 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/ADVERTISEMENTS:**

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,

**EXHIBIT "A"**  
Hidalgo County  
"Vending Machine Services"  
Bid No. 2009-015-06-03-SMA  
Specifications

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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.
- 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 to (956) 292-7612 and e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Wednesday, May 27, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, May 29, 2009 by 5:00 p.m.**

**EXHIBIT “B”**

**BID PAGE**

Hidalgo County  
REQUEST FOR BIDS

**“VENDING MACHINE SERVICES”**

**BID No. 2009-015-06-03-SMA**

**EXHIBIT "B"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2009-015-06-03-SMA**  
**Bid Form**

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirety and sign and date where indicated.

Percent markup over vendor cost for items: \_\_\_\_\_%

PRODUCT CATEGORY	PRICE
<b>1. COLD BEVERAGE MACHINES</b>	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle)  Brands: _____ _____	\$ _____ 12 oz can  \$ _____ 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water  Brands: _____ _____	\$ _____ 12 oz cans  \$ _____ 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands: _____ _____	\$ _____ 12 oz can  \$ _____ 20 oz bottles
JUICES _____ oz can _____ oz bottle  Brands: _____ _____	\$ _____ oz can  \$ _____ oz bottle
<b>2. SNACK ITEMS</b>	
CHIPS (small & large bags) Brands: _____ _____ _____	\$ _____ small bag  \$ _____ large bag
COOKIES Brands: _____ _____	\$ _____ each

**EXHIBIT "B"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2009-015-06-03-SMA**  
**Bid Form**

CRACKERS Brands: _____ _____	\$	each
POPCORN Brands: _____ _____	\$	each
PASTRIES: Brands: _____ _____	\$	each
GUM & MINTS Brands: _____ _____	\$	each
CANDY BARS & OTHER BARS: Brands: _____ _____	\$	each

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**CELL NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT “C”**

**HIDALGO COUNTY  
REQUEST FOR BID  
“Vending Machine Services”**

**BID No. 2009-015-06-03-SMA**

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	<b>INSURERS AFFORDING COVERAGE</b>		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED. (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERM. & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU. <input type="checkbox"/> OTHER TORY LIMITS
					E.L. FACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER;	CANCELLATION
<b>Hidalgo County</b> Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "D"**  
**CIQ FORM**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**Hidalgo County**  
**REQUEST FOR BIDS**

**"VENDING MACHINE SERVICES"**

**BID No. 2009-015-06-03-SMA**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

### FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

#### OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

Adopted 06/29/2007

**VENDOR'S APPLICATION**  
**AND**  
**W-9 FORM**

**Hidalgo County**  
**REQUEST FOR BIDS**  
**“VENDING MACHINE SERVICES”**

**BID No. 2009-015-06-03-SMA**

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**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?: Yes No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_ %  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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**(THIS PAGE MUST BE SUBMITTED WITH BID)**



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**CERTIFICATION REGARDING**  
**DEBARMENT**  
Hidalgo County  
**REQUEST FOR BIDS**  
**“VENDING MACHINE SERVICES”**

**BID No. 2009-015-06-03-SMA**

## **Certification Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "B"**  
**VENDOR'S BID**

**EXHIBIT "B"**  
**BID PAGE**

Hidalgo County  
REQUEST FOR BIDS  
"VENDING MACHINE SERVICES"  
BID No. 2009-015-06-03-SMA

**EXHIBIT "B"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2009-015-06-03-SMA**  
**Bid Form**

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirety and sign and date where indicated.

Percent markup over vendor cost for items: 35% drinks  
25-35% snacks

PRODUCT CATEGORY	PRICE
<b>1. COLD BEVERAGE MACHINES</b>	
<b>SODA AND NON-CARBONATED DRINKS</b>	
12 oz. Soft Drinks (cans)	\$ <u>75¢</u> 12 oz can
20 oz. Soft Drinks (bottle)	\$ <u>1.00</u> 20 oz bottle
Brands: <u>coke, diet coke, sprite, Dr. Pepper</u>	
<b>WATER</b>	
12 oz bottled water	\$ <u>60¢</u> 12 oz cans
20 oz bottled water	\$ <u>1.00</u> 20 oz bottles
Brands: <u>Dasani</u>	
<b>SPORTS DRINKS</b>	
12 oz sports drink	\$ <u>—</u> 12 oz can
20 oz sports drink	\$ <u>1.25</u> 20 oz bottles
Brands: <u>coke-mustard, aetoracids, vitamin waters</u>	
<b>JUICES</b>	
<u>8</u> oz can	\$ <u>—</u> oz can
<u>16</u> oz bottle	\$ <u>1.00</u> oz bottle
Brands: <u>Minute maid 16oz</u>	
<b>2. SNACK ITEMS</b>	
<b>CHIPS (small &amp; large bags)</b>	
Brands: <u>On the Border, Doritos, Frito Lay, Lay's</u>	\$ <u>60¢</u> 1 oz small bag
	\$ <u>95¢</u> 3oz large bag
<b>COOKIES</b>	
Brands: <u>Knots Berry, m m, Famous Amos, Gnu Mals Vanilla, Stauffers, Oreo's</u>	\$ <u>60¢</u> each

35%  
35%

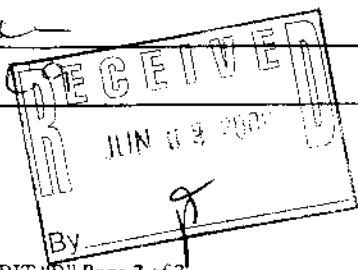
**RECEIVED**  
 JUN 03 2009  
 By [Signature]

**OPENED**  
9:50 AM  
**Witnessed**  
[Signature]

**EXHIBIT "B"**  
Hidalgo County  
"Vending Machine Services"  
Bid No. 2009-015-06-03-SMA  
Bid Form

30%	CRACKERS Brands: <u>Ritz, wheat crackers, cheese</u>	\$	<u>1.20¢</u>	each
25%	POPCORN Brands: <u>Act II Butterlovers</u>	\$	<u>.60¢</u>	each
25%	PASTRIES: Mrs. Freshley's: Brands: <u>cupcakes, cinnamon rolls, danish rolls, carrot cake, Brownies</u>	\$	<u>.75¢</u>	each
25%	GUM & MINTS Brands: <u>wrigleys gum, lifesavers, breath mints</u>	\$	<u>.50¢</u>	each
30%	CANDY BARS & OTHER BARS: Brands: <u>Snickers, M&amp;M Peanuts, Payday, Skittles, Twix, Starburst, Ast, w/m plain, butter fingers</u>	\$	<u>.75¢</u>	each

COMPANY NAME: C. C. Service  
ADDRESS: 205 Paredes Hwy  
CITY/STATE/ZIP: Brownsville, Texas 78521  
PHONE NUMBER: 956 546 1722  
FAX NUMBER: 956-546 1729  
CELL NUMBER: 956-489-3472  
CONTACT PERSON: Norma Hernandez  
E-MAIL ADDRESS: norma5430@aol.com  
AUTHORIZED SIGNATURE: Norma Hernandez **OPENED**  
TITLE: owner 9:57am  
DATE: 6-1-



Witnessed  
[Signature]

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2009

<b>PRODUCER</b> Ernie Hernandez Insurance 1425 FM 802 Ste R. Brownsville, TX 78526  Phone: (956) 546-4040 Fax: (956) 546-2235	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Norma Hernandez d/b/a C.V. Services 205 Paredes Line Rd Brownsville, TX 78521	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B: Truck Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER C: Texas Mutual</td> <td>5219</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange		INSURER B: Truck Insurance Exchange		INSURER C: Texas Mutual	5219	INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Truck Insurance Exchange													
INSURER B: Truck Insurance Exchange													
INSURER C: Texas Mutual	5219												
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	60178-81-45	7/31/2008	7/31/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	60178-57-20	4/21/2009	4/21/2010	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	Y/N <input checked="" type="checkbox"/> N Q001030795	6/15/2009	6/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Business is engaged in the servicing and stocking of snack and drink vending machines**

<b>CERTIFICATE HOLDER</b>  Hidalgo County Att: Purchasing Dept 2812 S. Highway Bus. 281 Edinburg, Tx 78539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AI-15891**  
**Vending Machine Services**  
**CC REGULAR**

**24.A.9.**

**Date:** 06/22/2009  
**Submitted By:** Sandra Montalvo, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Recommending award of bid and approval of contract to vendor submitting the lowest pricing and meeting all specifications/requirements as attached hereto for: "Vending Machine Services-Hidalgo County" - Bid No. 2009-015-06-03-SMA.

**BACKGROUND**

1. Contract document has been sent to legal counsel for review and approved as to form.
2. Recommended vendor is "CV Services"

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-360-00-000-0-000  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

Hidalgo County will generate revenue from various vending machines thru a pro-rated formula of electricity usage. Reimbursement is on a monthly basis.

**Attachments**

- Link: [contract](#)  
 Link: [participation & tabulation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2009 05:26 PM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 08:39 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/10/2009 09:11 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Sandra Montalvo			Started On: 06/08/2009 10:14 AM	
Final Approval Date: 06/12/2009				