

EXHIBIT "A"
Specifications/Requirements
Request for Proposal
Hidalgo County
"Vending Machine Services"
RFP NO: 2012-035-00-00-SMA

Overview:

The objective of this Request for Proposals (RFP) is to obtain proposals from qualified Proposer(s) that will provide Hidalgo County with ***"Vending Machine Services"*** that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Hidalgo County.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Vending Machine Services"*** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, _____, 2012**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2012-031-00-00-SMA

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I
General Terms and Conditions

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN **Wednesday, _____, 2012 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, _____, 2012 at 5: 00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 contract 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 participant 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 complete CIQ forms to the Hidalgo County Clerk’s Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County’s Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter’s ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:

The initial term of the contract shall be for a **one (1) year period from date of award of contract**, with the County's option for four (4) additional **one (1) Year** extensions based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT: (if applicable).

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain **any/all** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

REQUIREMENTS/Performance-including, but is not limited to the following:

1. Prices in all vending service machines shall not be greater than those charged at comparable vending service locations in the County area.
2. Proposer(s) shall furnish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.
3. County Purchasing Department reserves the right to approve all vending machines before installation and requires replacement and/or removal, of machines which for any reason are not considered acceptable. Outdated machines or obsolete machines shall not be used in any areas. Machines with dents, cracks, paint chips, etc., shall not be acceptable. Proposer(s) shall repair or replace such equipment at his expense.
4. Proposer(s) shall be on call at all times during operation of vending services, with a response time of not more than two (2) hours to service and/or repair breakdown of machines.
5. **Proposer(s) shall keep vending service machines properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. Proposer(s) shall have vending machines at each facility filled by 9:00 a.m. each day. (refer to Attachment A)**
6. Proposer(s) shall respond to calls for service or re-stocking of machines within 48 hours.
7. Proposer(s) shall abide by all Federal or State regulations as to policy, limitations on food products, drinks, etc., sold in vending service machines.
8. Proposer(s) shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending machines are used and/or food products and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.
9. Proposer(s) shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State or Federal Law, or of a sort likely to bring discredit upon County.
10. County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Proposer(s) shall use such utilities by exercising the same degree of care and economy as would be exercised if Proposer(s) were paying for such utilities.
11. Except for utilities, Proposer(s) shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by Proposer(s) .
12. Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.
13. 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 in County facilities.
14. Proposer(s) shall accept full responsibility for the installation and efficient operation of all equipment used.
15. Proposer(s) shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.

16. Proposer(s) shall provide an adequate number of personnel to properly service and stock vending machines.
17. Proposer(s) employees shall at all times be polite and courteous in the dealings with patrons of County.
18. Proposer(s) shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.
19. Proposer(s) should include a list of all types of food products and drinks with proposed retail prices in his proposed any available company brochures or product brochures should also be included.
20. Proposer(s) should display a phone number on each machine for reporting any malfunctioning of the machine.
21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.
22. It is County's preference that Proposer(s) provide new machines to Hidalgo County and not used machines.

A. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective proposer must affirmatively demonstrate their responsibility. A prospective proposer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

B. COMMISSIONS and PAYMENTS TO COUNTY:

Proposer(s) shall submit separate **commissions payments – monthly** to the Hidalgo County Treasurer's Office. Detailed report of sales revenue shall by machine, location, and time period shall also be attached. Mail to: **Hidalgo County Treasurer's Office, . 2810 S. Business Hwy. 281, Edinburg, Texas 78539.** Proposer(s) s should keep the County Purchasing & Treasurer's Department advised of any changes in your addresses.

C. REASON FOR SERVICES:

The sole purpose in granting vending in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and snack needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drinks and snack needs.

D. RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

E. SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All prices shall be firm for the duration of the contract including renewals. Prices may require adjustment from time to time as a result of market changes, which are beyond the Proposer(s) s control. In such event, Proposer(s) shall present appropriate documentation along with a request for vending cost changes to the Hidalgo County Purchasing Department annually at time of contract renewal. County reserves the right to seek any additional information as may be necessary to make a decision and reserves the

right to reject such application without penalty or grievance. Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted.

F. POSSESSION OF DESIGNATED PREMISES:

Successful proposer shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this proposal are fulfilled. Failure to provide all pre-possession requirements shall constitute default of the contract and as it deems to be in the best interest of the County.

G. USER TRAFFIC

The amount of user traffic will vary by location. It is anticipated that traffic will include county personnel and visitors.

H. INSPECTION:

Upon receiving item(s), they will be inspected for compliance with the Proposal Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an proposer cannot furnish a sample of a proposed item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

I. INSTALLATION and REMOVAL:

1. Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Proposer(s), 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.
2. Proposer(s) shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Proposer(s) shall be responsible for all damage to County property resulting from the Proposer(s)'s operation, which shall be promptly repaired by the Proposer(s) at the Proposer(s)'s sole expense.
3. Proposer(s) will be required to coordinate the installation of equipment with the removal of equipment by the current Proposer(s) in order to assure a minimum period of time without service and that all equipment is in place.
4. Current awarded Proposer(s) will remove all vending machines within ten (10) days after termination of date of contract.

J. PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting.

K. LOCATION OF VENDING MACHINES:

The following locations and/or machine requirements listed below are to be considered. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Proposer(s) agrees to comply with such requests **(REFER TO ATTACHEMENT- A)**

L. CONTRACT LIENS PROHIBITED:

Successful proposer 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 proposer to do so.

M. SIGNS/ADVERTISEMENT:

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

N. REQUESTED INFORMATION:

Successful proposer 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.

PROPOSER’S ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

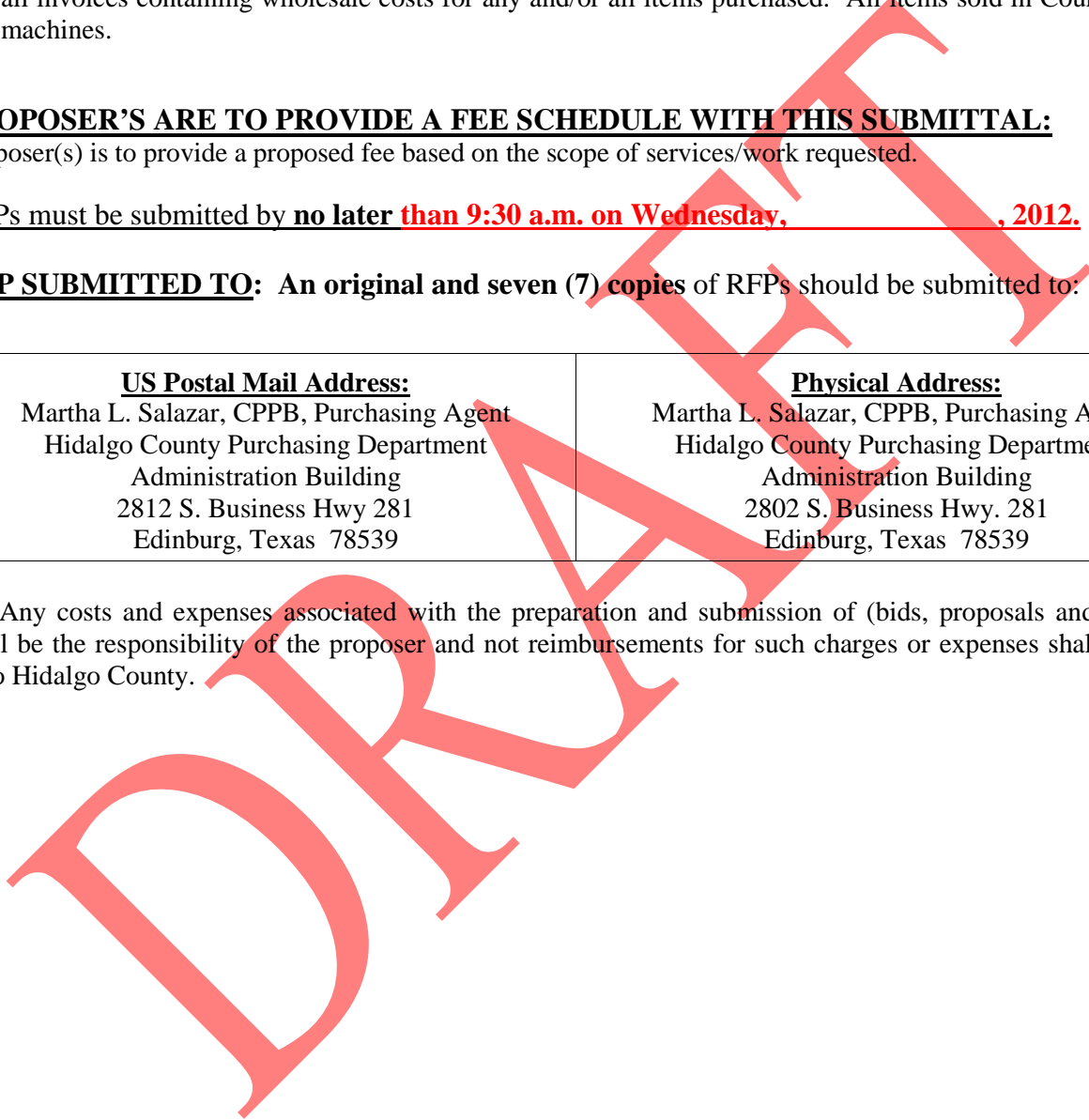
Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, _____, 2012.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.



SECTION III
Selection/Evaluation/Ranking

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

- 1) Proposer's total proposed commission _____ 30 points
 - Commission Rate of Proposal

 - 2) Proposer's total proposed selling price for products 30 points
 - Proposals price for products (*higherscorebased on lower price*)

 - 3) Proposer's Support/Service/Warranty/Qualifications 20 points
 - Demonstrated prior experience in providing similar services
 - Capability to provide responsive service
 - Capability to provide off-site technical support
 - Service and technical support infrastructure

 - 4) The proposed product and services meeting County's needs and requirements 20 points
 - Adherence to requirement of RFP
 - Proposer's responsibility clearly defined
 - County's participation and responsibility clearly defined
 - Demonstrated ability to fully meet the needs of County
 - Product availability
- Proposers total **100 points**

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

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