

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-12-031-09-18**

**THIS CONTRACT** is made and entered into this **18<sup>th</sup>** day of **September, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **Coca-Cola Refreshments USA, Inc. f/k/a Coca-Cola Enterprises Inc.** ("Company").

**WHEREAS**, Company responded to advertised notices for proposals for **“Vending Machine Services” (on an as needed basis)** and;

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

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Proposals (RFP) 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:

I. 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 Proposals (RFP) Procurement Packet. 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 (RFP) 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 **one (1) year**, commencing, **September 18, 2012**, Expiring, **September 17, 2013** and may be extended at the sole discretion of the County for an additional four (4) 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. 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.

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

8. 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.

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

10. 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.

11. 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:                      **Coca-Cola Refreshments USA, Inc. f/k/a**  
   **Coca-Cola Enterprises Inc.**  
   2400 West Expressway 83  
   McAllen, Texas 78501

12.     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.

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

14.     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.

15.     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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED AS TO FORM  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Hon. Stephen L. Crain, Attorney

Approved By Commissioners Court: \_\_\_\_\_ 2012

COUNTY OF HIDALGO

ATTEST:

By: \_\_\_\_\_  
Hon. Ramon Garcia, County Judge

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

COMPANY: Coca-Cola Refreshments  
USA, Inc. f/k/a Coca-Cola Enterprises Inc.

By: \_\_\_\_\_  
Printed Name: Frank G. Sanchez, Jr.  
Title: FSOP District Manager

**EXHIBIT “A”**  
REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET



**Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629**

March 7, 2012

\_\_\_\_\_  
Respondent's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Proposals -"**VENDING MACHINE SERVICES**"  
**RFP No: 2012-031-03-21-SMA**

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma  
Enclosures



**Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR PROPOSAL (RFP)

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RFP No: 2012-031-03-21-SMA**

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The above mentioned items shall be found in the Request for Qualifications (RFQ) 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*

Martha L. Salazar, CPPB, Purchasing Agent

March 07, 2012

Date

**RFP NO: 2012-031-03-21-SMA**

**BUYER II: Sandra Montalvo**

**Tel. No: (956) 318-2626**

## **REQUEST FOR PROPOSALS**

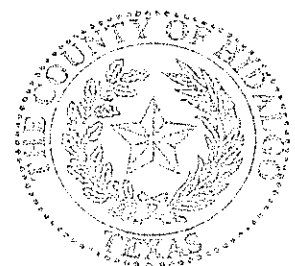
**Hidalgo County**

### **“VENDING MACHINE SERVICES”**

**Proposal Opening Date: March 21, 2012 @9:30 a.m.**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2626



1. Sealed proposals will be received for **“Hidalgo County – Vending Machine Services”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. **One (1) original and seven (7) copies** of all RFPs are required, with the vendor's name and 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, **RFP NO: 2012-031-03-21-SMA-“Hidalgo County- Vending Machine Services”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, March 21 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 WITH REFERENCE TO: RFP NO: 2012-031-03-21-SMA- HIDALGO COUNTY- VENDING MACHINE SERVICES**

**WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, March 14, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 16, 2012, .TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. 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 proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize

himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within ninety (90) days from the scheduled time to open proposals.
8. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
9. County reserves the right to accept or reject any or all proposals.
10. Any shipping costs are to be F.O.B., destination. (Proposer 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 proposal 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 card 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:** (If applicable)
  - 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, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

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

**15. COMMISSIONS AND PAYMENTS TO COUNTY:**

Awarded Proposer shall submit separate **commission payments on a monthly basis by the 10<sup>th</sup> of each month for the preceding calendar month, to Hidalgo County Treasurer's Office.** Detailed report of sales revenue by machine, location, and time period shall also be attached. Mail to: Hidalgo County, **ATTN: Budget & Management, 2818 S. Bus. Hwy. 281, Edinburg, TX 78539** and Purchasing Department 2812, Bus. Hwy. 281, Edinburg, TX 78539. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. The awarded vendor shall pay County Treasurer located on 2810 S. Bus. Hwy Edinburg, TX, without demand, on or before the 10th day of each month for the preceding calendar month, Vendors should keep the Purchasing department advised of any changes in your addresses.

**16. SCHEDULE OF EVENTS**

<b>Proposal Opening, 9:30 A.M.,</b>	<b><u>March 21, 2012</u></b>
<b>Project/Anticipated Award Date:</b>	<b><u>                    , 2012</u></b>
<b>Commence Work or Deliver Products</b>	<b><u>                    , 2012</u></b>

**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 and 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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.

**20. DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who 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 Proposer 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 located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful proposer 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 proposers' 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.
25. Any contract award to a successful proposer 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 (30) day's written notice prior to cancellation.
26. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
27. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be

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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 proposer'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 or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.
29. 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.
30. The successful proposer 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.
31. Proposers shall provide with the proposal response (if applicable), a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

**Proposer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT “A”**  
Specifications/Requirements  
Request for Proposal  
Hidalgo County  
**“Vending Machine Services”**  
RFP NO: 2012-031-03-21-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.

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, March 21, 2012.** ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

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:

<b><u>US Postal Mail Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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**RFP QUESTIONS AND ANSWERS:**

Any question(s) regarding the requirements or RFP procedures must be in writing and may be sent via facsimile to 956-292-7612 or via e-mail to [Sandra.montalvo@co.hidalgo.tx.us](mailto:Sandra.montalvo@co.hidalgo.tx.us) by no later than **Wednesday, March 14, 2012 @ 5:00 P.M.** Responses will be sent to all applicants via facsimile **by Friday, March 16, 2012 at 5: 00 p.m.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal Conference will be held on **Wednesday, March 14, 2012, 2:30 p.m. in HIDALGO COUNTY (New Administration Building) - PURCHASING DEPARTMENT Conference Room located at 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.** All interested Proposers are encouraged to attend in order to have a better understanding of the requirements of the vending machine services for Hidalgo County.

**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 located at 100 No. Closner, 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 PROPOSALS:**

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.

**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. Hidalgo County RFP responses be clearly marked and/or labeled with the Company's name, RFP Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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

**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**

**Scope of Services and/ or 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. Hidalgo County Facilities Management and 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 of 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.

**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.

**COST SUBMITTALS/RATES**

Proposal should include a price schedule and a commission schedule with the percentage of gross sales (excluding Texas State Sales Tax) including a list of snacks and drinks that are offered by your company. Pricing for items must specify the time period that rates will remain firm.

**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.

**RATES TO EMPLOYEES AND THE PUBLIC:**

Rates charged shall be comparable to those charged for similar facilities

**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.

### **USER TRAFFIC**

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

### **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.

### **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 with Hidalgo County Facilities Management the installation of equipment with the removal of equipment if applicable, 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.

### **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.

### **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**)

### **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.

### **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.

**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) are to provide a proposed fee based on the scope of services and/ or requirements requested.

**RFP SUBMITTED TO:**

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

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

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) <u>Proposer's total proposed commission</u>                                      | 30 points                                |
| ➤ Commission Rate of Proposal   |  |
| 2) <u>Proposer's total proposed selling price for products</u>                      | 30 points                                |
| ➤ Proposals price for products ( <i>higherscorebased on lower price</i> )           |  |
| 3) <u>Proposer's Support/Service/Warranty/Qualifications</u>                        | 20 points                                |
| ➤ Demonstrated prior experience in providing similar services                       |  |
| ➤ Capability to provide responsive service  |  |
| ➤ Capability to provide technical support   |  |
| ➤ Service and technical support   |  |
| 4) <u>The proposed product and services meeting County's needs and requirements</u> | 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 <b><u>100 points</u></b> |

**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:**

The number one ranked firm will be contacted to submit a best and final offer and/or contract for negotiation based on the Evaluation Criteria Exhibit B. If negotiations prove unsuccessful, the next highest ranked firm/company will be contacted.

**ATTACHMENT "A"**  
**Locations of Vending Machines**

The premises covered herein shall be the most current vending machine locations in Hidalgo County.

LOCATIONS		Snack Machines	Beverage Machines
1.	Hidalgo County Sheriff's Office- Academy Training Center 715 El Cibolo Rd Edinburg, Tx Contact: Juan Tapia 956-383-8114	1	1
2.	Hidalgo County Adult Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	3	3
3.	Hidalgo County Law Enforcement Center 711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114	2	2
4.	Hidalgo County Sheriff's Office ( Motor Pool Service Center) 713 El Cibolo Rd Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	none	1
5.	Hidalgo County Juvenile Justice Center & 449 <sup>th</sup> District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	1	1
6.	Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	1	3
7.	Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	2	1
8.	Hidalgo County Election Department 101 S. 10 <sup>th</sup> Edinburg, Tx Contact: Veronica Lopez 956-318-2571	none	1
9.	Hidalgo County Administration (ATRIUM) 100 East Cano 1 <sup>st</sup> Floor Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
10.	Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
11.	Hidalgo County-430 <sup>th</sup> Judicial District Court 111 S. 9 <sup>th</sup> St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	1	1
12.	Hidalgo County Drainage District (Shop) 800 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez	none	1

LOCATIONS		Snack Machines	Beverage Machines
	956-318-2641		
13.	Hidalgo County Health & Human Services (Central Office) 1304 S. 25 <sup>th</sup> St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
14.	Hidalgo County Health & Human Services/Tax Department (Auto License) WIC Clinics 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante/Mague González 956-383-6221	1	1
15.	Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	2
16.	Hidalgo County Precinct No. 1-( Road & Bridge Office) Mile 11 N. X Mile 1 ½ E. Sunset Park Mercedes, Tx 78570 Contact: Noe Montez 956-565-6900	1	1
17.	Hidalgo County Precinct No. 1 Administration Office & Tax Office 1902 Joe Stephens Ave. Weslaco, Tx Contact: Noe Montez 956-968-8733	2	2
18.	Hidalgo County Precinct No. 1 ( Park's Office) 28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) Monte Alto, Tx 78596 Contact: Santiago Zavala/Anthony Webber 956-262-6585	1	1
19.	Hidalgo County Precinct No. 3 (LA MANSION) 2401 N. Moorefield Mission, Tx 78572	1	1
20.	Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop- Iowa & 107) 8310 W. Mile 7 Mission, Tx 78572 Contact: Norma Ceballos 956-585-4509	none	1
21.	Hidalgo County Precinct No. 4 (Admin.Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	1
22.	Hidalgo County Precinct No. 4 (Shop) 1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	1
23.	Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
24.	Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
25.	Hidalgo County Community Center WIC & Health Clinics 230 N. 8 <sup>th</sup> St.	none	1

LOCATIONS		Snack Machines	Beverage Machines
	San Carlos, Tx Contact: Mague Gonzalez 956-381-4646		
26.	Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
27.	Hidalgo County WIC Clinic 3001 N. 23 <sup>rd</sup> Street, Suite 8 McAllen, Tx 78502 Contact: Mague Gonzalez 956-381-4646	none	1
<b>GRAND TOTAL</b>		<b>23</b>	<b>34</b>

**EXHIBIT "B"**

Hidalgo County

Vending Machine Services

Evaluation Criteria and Evaluation Form

RFP № 2012-035-03-21 SMA

The award of the contract shall be made to the responsible participant whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

1) <b><u>Proposer's total proposed commission</u></b>  ➤ Commission Rate of Proposal	30 POINTS
2) <b><u>Proposer's total proposed selling price for products</u></b>  ➤ Proposals price for products ( <i>higherscorebased on lower price</i> )	30 POINTS
3) <b><u>Proposer's Support/Service/Warranty/Qualifications</u></b> ➤ Demonstrated prior experience in providing similar services ➤ Capability to provide responsive service ➤ Capability to provide technical support ➤ Service and technical support	20 POINTS
4) <b><u>The proposed product and services meeting County's needs and requirements</u></b> ➤ 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	20 POINTS
<b>PROPOSERS TOTAL</b>	<b><u>100 POINTS</u></b>

## EXHIBIT "B"

### Evaluation Form

<u>Selection Criteria</u>	<u>Maximum Points breakdown</u>	<u>Score</u>
<b>1) PROPOSER'S TOTAL PROPOSED COMMISSION ---(<i>Maximum 30 points</i>)</b>		
➤ Commission Rate of Proposal	0-30	
	TOTAL:	
Comments/Rationale for points:		
<b>2) PROPOSER'S TOTAL PROPOSED SELLING PRICE FOR PRODUCTS --(<i>Maximum 30 points</i>)</b>		
➤ Proposals price for products ( <i>higherscorebased on lower price</i> )	0-30	
	TOTAL:	
Comments/Rationale for points:		
<b>3) PROPOSER'S SUPPORT/SERVICE/WARRANTY/QUALIFICATIONS ---(<i>Maximum 20 points</i>)</b>		
➤ Demonstrated prior experience in providing similar services	0-05	
➤ Capability to provide responsive service	0-05	
➤ Capability to provide technical support	0-05	
➤ Service and technical support	0-05	
	TOTAL:	
Comments/Rationale for points:		
<b>4) PROPOSED PRODUCT AND SERVICES MEETING COUNTY'S NEEDS &amp; REQUIREMENTS (<i>Maximum 20 points</i>)</b>		
➤ Adherence to requirement of RFP	0-4	
➤ Proposer's responsibility clearly defined	0-4	
➤ County's participation and responsibility clearly defined	0-4	
➤ Demonstrated ability to fully meet the needs of County	0-4	
➤ Demonstrated ability to fully meet the needs of County	0-4	
➤ Product availability	0-4	
	TOTAL:	
Comments/Rationale for points:		
		TOTAL SCORE:

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**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 naming County as an additional insured shall 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.

**ACORD****CERTIFICATE OF INSURANCE**

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.

**INSURERS AFFORDING COVERAGE**

INSURED

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				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL 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					
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY 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 STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH 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

Hidalgo County  
 Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

# 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 FORM MUST ACCOMPANY BID PACKET**

**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

# 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

**EXHIBIT "E"**  
**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR  
*"Hidalgo County-Vending Machine Services"*  
RFP NO.: 2012-031-03-21-SMA**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_



**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)

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: \_\_\_\_\_

---



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**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/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 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 and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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.** Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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.

**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.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**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 disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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 for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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 indicted 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 certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# **EXHIBIT “B”**

TABULATION / BAFO / VENDOR’S PROPOSAL





# MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

JUL 18 2012  
Nmma 1:05

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**TO:** Frank G. Sanchez Jr., FSOP District Manager  
Valley Coca-Cola Bottling Co., Inc.

**Attn:** Roy S. Ybarra via email: [rybarra@coca-cola.com](mailto:rybarra@coca-cola.com)  
Valley Coca-Cola Bottling Co., Inc.

**FROM:** **Sandra Montalvo**, Buyer II for:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

**DATE:** **July 10, 2012**

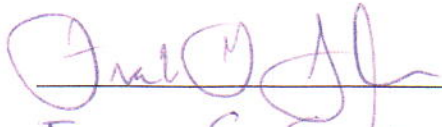
**SUBJECT:** Request for Best and Final Offer" for: RFP № 2012-031-04-18-SMA "Hidalgo County-Vending Machine Services"

Please be advised that the County of Hidalgo respectfully request a "Best and Final Offer" on your proposed rates/fees.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing an item on the next Commissioners' Court Agenda for final approval, acceptance and approval on a Final contract.

We request that you submit your "Best and Final Offer" on rates/fees by no later than **5:00 p.m. on July 20, 2012.**

*We will keep the proposal at the same proposed commissions.*

Signed:  Date: 7/16/2012  
Printed Name: Frank G. Sanchez Jr. Title: District Sales Manager

# Vend Rates

OPENED

9:51

4-18-12

Witnessed



*Vend Rates	Years 1 - 2	Years 3 -5
20oz Sparkling Soft Drinks	\$1.50	\$1.75
12oz Sparkling Soft Drinks	\$0.75	\$1.00
20oz Dasani	\$1.50	\$1.75
20oz Vitamin Water	\$1.50	\$1.75
20oz PowerAde	\$1.50	\$1.75
16oz Monster Energy	\$2.50	\$2.75
15.2oz Minute Maid Juices	\$1.50	\$1.75

**\*The Vend Rates are fixed accordingly for the years 1-2 and years 3 -5.**

Classified - Internal use

# Commission Rates



The \*annual commissions for bottle/can beverages based on EXCLUSIVE Coca-Cola (5 year contract) availability are as follows:

<b>PACKAGE</b>	<b>Commission % (Term of the Agreement)</b>
20oz Sparkling Soft Drinks	15%
12oz Sparkling Soft Drinks	15%
20oz Dasani	15%
15.2oz Minute Maid Juices	15%
20oz PowerAde	15%
16oz Monster Energy	15%
20oz Vitamin Water	15%

# Vending Commissions



* Annual Commissions:	Year 1	Year 2	Year 3	Year 4	Year 5
\$ Amount:	\$15,767	\$15,767	\$16,620	\$16,620	\$16,620

Estimated Total Commissions Based on Actual Cases Sold.

Paid for the Term:

**\$81,394**

**\*Annual commission \$'s may vary based on actual volume sold and vend rate. The commissions paid for the term may vary, more or less, based on volume sold. These amounts are based off of actual volume trends for similar locations with similar amount of vending machines.**

Classified - Internal use

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

