

Bid No: 2016-307-08-31-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

“Vending Machine Services”

BID OPENING DATE: August 31, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539



1. Sealed bids will be received for **“HIDALGO COUNTY-VENDING MACHINE SERVICES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they believe would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID No.: 2016-307-08-31-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, August 31, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2016-307-08-31-SMA-HIDALGO COUNTY-“VENDING MACHINE SERVICES”-Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) Separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within ninety (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. 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.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
- No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:
- Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. **PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):**
- Remittal of payment:
 - 1) Name and address of successful bidder
 - 2) Name and address of receiving department or official
 - 3) Purchase Order and Contract Number (if any)
 - 4) Notation- "**HIDALGO COUNTY-VENDING MACHINE SERVICES**" Descriptive information as to the items or services delivered, including product code, item number,

- quantity, etc.
- 5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- 6) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Monitoring questions:

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

17. SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	August 31, 2016
Award of Contract	, 2016
Commence Work or Deliver Products	, 2016

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (IF APPLICABLE):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- **Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the **Conflict of Interest Questionnaire (the “CIQ”)** attached as **Exhibit D**, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local

Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

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

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB Project No. (2016-307)** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the [Texas Ethics Commission](http://www.ethics.state.tx.us) website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA,

FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - a) Meet schedules;
 - b) Pay any required fees or taxes; or
 - c) Otherwise perform in accordance with the specifications.
28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
30. 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.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BID
for
HIDALGO COUNTY
“VENDING MACHINE SERVICES”

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

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

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

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

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Vending Machine Services"
RFB No. 2016-307-08-31-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

I. SCOPE OF WORK:

Hidalgo County is seeking bids for ***"VENDING MACHINE SERVICES"*** in accordance with the specifications/requirements specified herein and including all provisions set forth in the accompanying documentation to various County facilities. Hidalgo County's goal is to provide healthier vending machine alternative and limit the quantity of items deemed to have high fat or high sugar contents.

A. SPECIFICATIONS/REQUIREMENTS:

Performance-includes, 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. Vendor shall furnish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.
3. County Purchasing Department reserves the right to approve all vending machines before installation and requires replacement, 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. Vendor shall repair or replace such equipment at his expense.
4. Vendor 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. **Vendor 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. Vendor shall have vending machines at each facility filled by 9:00 a.m. each day.**
6. Vendor shall respond to calls for service or re-stocking of machines within 48 hours.
7. Vendor shall abide by all Federal or State regulations as to policy, limitations on food stuffs, drinks, etc., sold in vending service machines.
8. Vendor 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 service machines are used and/or food stuffs and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.
9. Vendor 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. Vendor shall use such utilities by exercising the same degree of care and economy as would be exercised if vendor were paying for such utilities.
11. Except for utilities, vendor 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 vendor.

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. Vendor shall accept full responsibility for the installation and efficient operation of all equipment used.
15. Vendor 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. Vendor shall provide an adequate number of personnel to properly service and stock vending machines.
17. Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.
18. Vendor 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. Vendor should include a list of all types of food stuffs and drinks with proposed retail prices in his bid any available company brochures or product brochures should also be included.
20. Vendor 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 vendor provide new machines to Hidalgo County and not used machines.

B. FOOD AND BEVERAGE OPERATIONS

- 1) All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance," or meet the standards of the National Sanitation Foundation and be listed in their "approved list," or the equivalent thereof.
- 2) Any microwave oven used in conjunction with a vending operation must be approved for safety by the County Facilities Maintenance Division prior to installation.
- 3) All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit
- 4) The areas surrounding all machines are to be kept clean and proper waste and/or recycling receptacles shall be provided in the immediate area.
- 5) All food vending machines must comply with the Texas Health and Safety Code Chapter 431, Code of Federal Regulations 229.211-229.222 and the Texas Administrative Code Title 25 part 1, Chapter 229 subchapters F and N. Machines not complying with the above criteria or the State law shall be removed from service.

C. NUTRITION STANDARDS FOR VENDING MACHINE BEVERAGES AND SNACKS

- 1) **Beverages:** 25% of beverages offered in each vending machine shall be one or a combination of the following:
 - a) Water
 - b) Gatorade or (equivalent)
 - c) Fruit based drinks containing at least 50% juice and no added caloric sweeteners.
 - d) All other non-caloric beverages, including diet sodas

- 2) **Snacks/Foods:** 25% of snacks/foods offered in each vending machine shall meet the following criteria:
 - a) Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
 - b) Not more than 10% of calories from saturated fat
 - c) Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
 - d) Not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats
 - e) At least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of "low sodium" (-140 mg per serving)
 - f) At least one (1) 100 calorie snack

- 3) **Consultation:** Department of Health and Human Services will be available to consult with vendors on item placement in machines, healthy item identification strategies, and consumer outreach and education.

B. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate their responsibility. A prospective bidder 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 bidders' ability to meet these minimum standards listed above.

C. PAYMENT/SUBMITTAL :

The Vendor will compensate the County for services specified herein and as delineated below:

The vendor will compensate the County with a commission of _____% of gross revenues after taxes (ex: \$1.00-\$0.08 sales tax= \$0.92 x _____% = \$_____ commission) from the operation of said equipment and the sales of snacks and beverages. Such payments shall be made to the County **on a monthly basis**; and a list of the variety of snacks and drinks that are offered. The awarded vendor shall pay County Treasurer, without demand, on or before the **10th day of each month** for the preceding calendar month. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. Pricing for items must specify the time period that rates will remain firm.

D. COMMISSIONS and PAYMENTS TO COUNTY:

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

E. REASON FOR SERVICES:

The sole purpose in granting vending machines 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.

F. RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

G. SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All vend 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 Vendors control. In such event, Vendor shall present appropriate documentation (refer below to Market Volatility) along with a request for vending cost changes to the Hidalgo County Purchasing Department. 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.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

H. POSSESSION OF DESIGNATED PREMISES:

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

I. USER TRAFFIC

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

J. SITE INSPECTION:

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

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 a bidder cannot furnish a sample of a item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

K. INSTALLATION and REMOVAL:

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

L. BID AWARD:

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

M. 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 contract award.

N. CONTRACT TERM:

1. Contract initial term is for a period of **three (3) years**, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term

O. 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 Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

	Department	Address	Contact Person	Phone Number	Snack Machines	Drink Machines
1.	Hidalgo County Sheriff's Office- Academy Training Center	715 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-383-8114	1	1
2.	Hidalgo County Adult Detention Center	701 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-381-7800	3	3
3.	Hidalgo County Law Enforcement Center	711 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-383-8114	2	2
4.	Hidalgo County Sheriff's Office (Motor Pool Service Center)	713 El Cibolo Rd.,Edinburg, Tx	Juan Tapia	956-383-8114	none	1
5.	Hidalgo County Juvenile Justice Center & 449 th District Court	1001 N. Doolittle Rd., Edinburg, Tx	Elena Gaitan	956-587-6200	1	1
6.	Hidalgo County Adult Probation	3100 S. Bus 281, Edinburg, Tx	Diana Solis	956-292-7000 ext. 4413	1	3
7.	Hidalgo County Substance Abuse Treatment Facility (SATF)	1000 N. M. Rd , Edinburg, Tx	Melissa Garza	956-289-7413	2	1
8.	Hidalgo County Election Department	101 S. 10 th , Edinburg, Tx	Melody Esparza	956-318-2571	none	1
9.	Hidalgo County Administration (ATRIUM)	100 East Cano 1 st Floor ,Edinburg, Tx	Irene Cantu	956-289-7850	1	1
10.	Hidalgo County Administration (ATRIUM)	100 East Cano 3 rd Floor Edinburg, Tx	Roy Cazares or Norma Silva	956-318-2313	1	1
11.	Hidalgo County Facility Management	3100 S. Hwy 281,Edinburg, Tx	Irene Cantu or Daniel Flores	956-289-7850/ 956-292-3653	1	1
12.	Hidalgo County-430 th Judicial District Court	111 S. 9 th St., Edinburg, Tx	Maricela Salinas	956-318-2900	1	1
13.	Hidalgo County Drainage District (Shop)	800 N. Doolittle , Edinburg, Tx	Sylvia Sanchez	956-318-2641	none	1
14.	Hidalgo County Health & Human Services (Central Office)	1304 S. 25 th St , Edinburg, Tx	Josie Escalante	956-383-6221	1	1
15.	Hidalgo County Health & Human Services/Tax Department (Auto License) WIC Clinics	300 E. Hackberry Ave., McAllen, Tx	Josie Escalante/Magu e González	956-383-6221	1	1
16.	Hidalgo County Administration Building (f/n/a K-Mart Building)	2802 S. Bus. 281 , Edinburg, Tx	Martha Salazar	956-318-2626	1	2
17.	Hidalgo County Precinct No. 1 (Road & Bridge Office)	Mile 11 N. X Mile 1 ½ E. Sunset Park , Mercedes, Tx 78570	Contact:	956-565-6900	1	1
18.	Hidalgo County Precinct No. 1 Administration Office & Tax Office	1902 Joe Stephens Ave., Weslaco, Tx	Katia Garcia	956-968-8733	2	2
19.	Hidalgo County Precinct No. 1 (Park's Office)	28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) (DELTA LAKE) Monte Alto, Tx 78596	Santiago Zavala/Anthony Webber	956-262-6585	1	1
20.	Hidalgo County Precinct No. 3	2401 N. Moorefield (LA MANSION)	Mission, Tx		1	1
21.	Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop- Iowa & 107) HWY 2221	8310 W. Mile 7 Mission, Tx	Norma Ceballos	956-585-4509	none	1
22.	Hidalgo County Precinct No. 4 (Admin.Office)	1102 N. Doolittle ,Edinburg, Tx	Gloria Beltran	956-383-3112	1	1
23.	Hidalgo County Precinct No. 4 (Shop)	1051 N. Doolittle ,Edinburg, Tx	Gloria Beltran	956-383-3112	1	1
24.	Hidalgo County WIC Administration Office	3105 W. University Drive, Edinburg, Tx	Mague Gonzalez	956-381-4646	none	1
25.	Hidalgo County WIC & Health Clinics (Edinburg Clinic)	3105 E. Richardson ,Edinburg, Tx	Lila De Leon/Otila Estrada	956-318-2040	none	1
26.	Hidalgo County Health Clinic (Hidalgo Clinic)	702 E. Texano, Hidalgo, Tx	Cecilia Lopez/Gracie Santos	956-843-7463	1	none
27.	Hidalgo County Health Clinic (Mission Clinic)	211 N. Schuerbach, Mission, Tx	Victoria Garza/Otilia Estrada	956-585-2461	1	1
28.	Hidalgo County Health Clinic (Pharr Clinic)	300 W. Hall Acres, Ste. B, Pharr, Tx	Lilia Velasco/Rosemary Ochoa	956-787-1531	1	1
29.	Hidalgo County Community Center WIC & Health Clinics	230 N. 8 th St., San Carlos, Tx	Mague Gonzalez	956-381-4646	none	1

Department		Address	Contact Person	Phone Number	Snack Machines	Drink Machines
30.	Hidalgo County WIC Clinic	113 Dawson ,Edinburg, Tx	Mague Gonzalez	956-381-4646	none	1
31.	Hidalgo County WIC Clinic	3001 N. 23 rd Street, Suite 8,McAllen, Tx	Mague Gonzalez	956-381-4646	none	1
(ESTIMATED TOTALS)					27	37

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

P. CONTRACT LIENS PROHIBITED:

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

Q. SIGNS/ADVERTISEMENT:

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

R. REQUESTED INFORMATION:

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

S. OTHER TERMS & CONDITION AND REQUIREMENTS:

- 1) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.
- 2) The Insurance Requirements for the selected vendor are:
 - 1.) General Liability
 - 2.) Automotive insurance
 - 3.) Workers Compensation (Refer to Exhibit "C" for limits).
- 3) Any contract awarded to a successful bidder will be in effect until;
 - 1.) The contract expires
 - 2.) Delivery acceptance of products and/or performance of services ordered, or
 - 3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

T. ADDITIONAL INFORMATION /QUESTIONSTO TERMS AND CONDITIONS:

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

2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than WEDNESDAY, AUGUST 31, 2016 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than FRIDAY, AUGUST 19, 2016 by 5:00 p.m.

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-307-00-00

THIS CONTRACT is made and entered into this ___day of _____, 2016 by and between the **County of Hidalgo, Texas**, ("County"), and _____ ("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 Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County** as identified in Exhibit "A" Request for Bids (RFB) Procurement Packet. 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 Request for Bids (RFB) Procurement Packet (the "Services"). Company agrees in performing the Services that it will use

proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) years**, commencing, _____, **2016**, and expiring, _____, **2019**, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

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

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

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay **commission payments on a monthly basis** to the County as described in **Exhibit "A", Request for Bids (RFB) Procurement Packet, Specifications, #C-D, Page 4 of 9**, attached hereto and incorporated by reference herein; said commissions shall be payable to the Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, Texas 78539,

and are due on or before the tenth (10th) day of each month for the proceeding calendar month's commission.

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

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

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

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

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

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

18. **Entire Agreement.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

Approved by Commissioners' Court: _____, 2016.

COUNTY OF HIDALGO

ATTEST:

By: _____
Hon. Ramon Garcia, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney

By: _____
Josephine Ramirez Solis
Assistant District Attorney

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

DRAFT

EXHIBIT "B"
VENDOR'S BID / TABULATION

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT