

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, **November 15, 2016**, and expiring, **November 14, 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 13th day of October, 2016.

Approved by Commissioners' Court: October 13, 2016.

COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo, Jr., County Clerk


By: Ramon Garcia
Hon. Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/16

**COMPANY:
STX SNACKTIME VENDING COMPANY, LLC**

By: Edgar A. Vargas
Printed Name: Edgar A. Vargas
Title: Manager

**APPROVED AS TO FORM:
Office of Criminal District Attorney**

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

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



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

September 12, 2016

Participant's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY
Request for Bids- "Vending Machine Services"
Bid No: 2016-307A-09-28-SMA**

Dear Participant(s):

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma
Enclosures



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

REQUEST FOR BIDS (RFB)
Hidalgo County
"Vending Machine Services"
RFB NO: 2016-307A-09-28-SMA

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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

September 12, 2016

Date

BID NO: 2016-307A-09-28-SMA

BUYER: Sandra Montalvo

TEL. NO: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

“Vending Machine Services”

BID OPENING DATE: September 28, 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.: 2016-307A-09-28-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, SEPTEMBER 28, 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. 2016-307A-09-28-SMA-Hidalgo County-"Vending Machine Services"

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

- 3) Hidalgo County reserves the right to: A.) Separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) Award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
- 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
- 5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
- 7) No bid may be withdrawn within ninety (90) days from the scheduled time to open bids.
- 8) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

- 9) County reserves the right to accept or reject any or all bids.
- 10) Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes possession)
- 11) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 12) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 13) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14) DELIVERY INSTRUCTIONS:

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

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

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

- Remittal of payment:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order and Contract Number (if any)
 - d) Notation- "Hidalgo County-Vending Machine Services" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Monitoring questions:

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

16) SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	<u>September 28, 2016</u>
Award of Contract	_____
Commence Work or Deliver Products	_____

17) 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. **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.

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.

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.

19) DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2016, 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. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

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

20) 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.: (2016-307A)**, 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 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.

- 21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22) Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 23) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 25) 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.
- 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 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.
- 27) 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.

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- 28) 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.
- 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 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. 2016-307A-09-28-SMA

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

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 snacks, 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 snacks 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 or Federal Law, or of a sort likely to bring discredit upon County.
- 10) County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. 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 snacks 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/SNACKS 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) Snacks 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/snacks 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 have 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

I. 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.

J. POSSESSION OF DESIGNATED PREMISES:

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

K. USER TRAFFIC

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

L. 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 an 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 RFB as inadequate.

M. 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.

N. 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.

O. 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.

P. 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

Q. 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.	HC-430 th Judicial District Court	111 S. 9 th St., Edinburg, Tx	Maricela Salinas	956-318-2900	1	1
2.	HC-449 th District Court	1001 N. Doolittle Rd., Edinburg, Tx	Elena Gaitan	956-587-6200	1	1
3.	HC-Administration (ATRIUM)	100 East Cano 1 st Floor ,Edinburg, Tx	Irene Cantu	956-289-7850	1	1
4.	HC-Administration (ATRIUM)	100 East Cano 3 rd Floor Edinburg, Tx	Rosie Cantu	956-318-2313	1	1
5.	HC-Administration Building	2802 S. Bus. 281, Edinburg, Tx	Martha Salazar	956-318-2626	2	2
6.	HC-Adult Probation (Substance Abuse Treatment Facility (SATF))	1000 N. M. Rd , Edinburg, Tx	Melissa Garza	956-289-7413	1	1
7.	HC-Auto License	722 Breyfogle Rd. Mission, Tx			1	1
8.	HC-Courthouse	100 N. Closner Blvd. Edinburg, Tx			1	1
9.	HC-Drainage District (Shop)	800 N. Doolittle , Edinburg, Tx		956-318-2641	none	1
10.	HC-Election Department	101 S. 10 th , Edinburg, Tx	Melody Esparza	956-318-2571	none	1
11.	HC-Facility Management	3100 S. Hwy 281,Edinburg, Tx	Irene Cantu or Daniel Flores	956-289-7850/ 956-292-3653	1	1
12.	HC-Health & Human Services (Central Office)	1304 S. 25 th St , Edinburg, Tx	Josie Escalante	956-383-6221	1	1
13.	HC-Health Clinic (Hidalgo Clinic)	702 E. Texano, Hidalgo, Tx	Cecilia Lopez/Gracie Santos	956-843-7463	none	1
14.	HC-Precinct No. 1 (Road & Bridge Office)	Mile 11 N. X Mile 1 ½ E. Sunset Park , Mercedes, Tx 78570		956-565-6900	1	1
15.	HC-Precinct No. 1(Administration & Tax Office)	1902 Joe Stephens Ave., Weslaco, Tx	Katia Garcia	956-968-8733	2	2
16.	HC-Precinct No. 1 (delta lake- 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/	956-262-6585	1	1
17.	Hidalgo County Pct 2 Administration Office	300 W. Hall Acres,Pharr, Tx, 78577	Esther Perez	956-787-1891	1	1
18.	Hidalgo County Pct 2-Field Operations Facility	4011 S Veterans Blvd. San Juan, Tx	Esther Perez	956-787-1891	1	1
19.	HC-Precinct No. 3	8310 W. Mile 7 Mission, Tx	Norma Ceballos	956-585-4509	1	2

	(Motor Pool-Mechanic Shop- Iowa & 107) HWY 2221					
20.	HC-Precinct No. 3 (MANSION)	2401 N. Moorefield	Mission, Tx		1	1
21.	HC-Precinct No. 4 (Admin.Office)	1102 N. Doolittle ,Edinburg, Tx	Gloria Beltran	956-383-3112	1	1
22.	HC-Precinct No. 4 (Shop)	1051 N. Doolittle ,Edinburg, Tx	Gloria Beltran	956-383-3112	1	1
23.	HC-Sheriff's Office (Academy Training Center)	715 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-383-8114	2	2
24.	HC-Sheriff's Office (Adult Detention Center)	701 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-381-7800	3	2
25.	HC-Sheriff's Office (Law Enforcement Center)	711 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-383-8114	1	2
26.	HC-Sheriff's Office (Motor Pool Service Center)	713 El Cibolo Rd.,Edinburg, Tx	Juan Tapia	956-383-8114	none	1
ESTIMATED VENDING MACHINES TOTAL					27	31

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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

Requesting Price Adjustment:

- 1) Upon written request of the Vendor to the Hidalgo 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 vendors' 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.

W. ADDITIONAL INFORMATION /QUESTIONS TO 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) **RFB QUESTIONS AND ANSWERS**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **MONDAY, September 21, 2016 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **WEDNESDAY, September 23, 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.

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

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

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

VENDOR AGREES TO PAY HIDALGO COUNTY _____% COMMISSION RATE (monthly gross sales)

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

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

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

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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.

Revised 03/11/11

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.
INSURED	
INSURERS AFFORDING COVERAGE	
	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	GENERAL LIABILITY				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"/> GEN'L AGGREGATE LIMIT APPLIES PER-POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/IO/OP AGG \$
B	AUTOMOBILE LIABILITY				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) \$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
					\$
C	EXCESS LIABILITY				EACH OCCURENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

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. Bond (if applicable) _____.
- 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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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: _____

(RETURN THIS PAGE WITH BID RESPONSE)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border: 1px solid black; height: 20px;"></td> <td style="width: 3%; border: 1px solid black; text-align: center;">-</td> <td style="width: 33%; border: 1px solid black; height: 20px;"></td> <td style="width: 3%; border: 1px solid black; text-align: center;">-</td> <td style="width: 24%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-			
	or					
	Employer identification number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 3%; border: 1px solid black; text-align: center;">-</td> <td style="width: 85%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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.

Abuse 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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at 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 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 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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner ³
	The grantor ⁴
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 ⁴
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 Regulations section 1.671-4(b)(2)(ii) (B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 2.

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

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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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. commonwealths and 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"
VENDOR'S BID / TABULATION

"Vending Machine Services"
STX Snacktime Vending Company, LLC

C-16-307A-10-13

OPENED
9:31 9-28-16

EXHIBIT "B"
Bid Page
Hidalgo County
"Vending Machine Services"
Bid No. 2016-307A-09-28-SMA

Witnessed

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

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

VENDOR AGREES TO PAY HIDALGO COUNTY 11% Snack | 15% Drinks % COMMISSION RATE (monthly gross sales)

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS	
<u>12</u> oz. Soft Drinks (cans) <u>20</u> oz Soft Drinks (bottle)	\$ <u>.75</u> 12 oz can
Brands: <u>Coca-Cola, Sprite, Dr. Pepper, Diet Coke,</u> <u>Fuze, Coke Zero</u>	\$ <u>1.50</u> 20oz bottle
WATER	
<u>20</u> oz bottled water oz bottled water	\$ <u>1.50</u> 20oz bottle
Brands: <u>Dasani, Smart Water</u>	\$ oz bottles
SPORTS DRINKS	
<u>20</u> oz sports drink Brands: <u>Powerade, Powerade Zero</u>	\$ <u>1.75</u> 20oz bottles
JUICES	
oz can <u>11.9</u> oz bottle	\$ oz can
Brands: <u>Minute Maid</u>	\$ <u>1.75</u> 20oz bottle
2. SNACK ITEMS	
CHIPS (small & large bags)	
Brands: <u>Frito-lay products - Doritos, Cheetos, Gardettes</u> <u>Munchies, Pop Chips, Baked Potato Chips,</u> <u>Veggie Chips, Funyuns</u>	\$ <u>.75</u> small bag
	\$ <u>1.00</u> large bag

EXHIBIT "B"
 Bid Page
 Hidalgo County
 "Vending Machine Services"
 Bid No. 2016-307A-09-28-SMA

COOKIES Brands: <u>Famous Amos, Keebler, Oreo, M&M cookies, Knotts, Belvita</u>	\$.75	each
CRACKERS Brands: <u>Kelloggs, Nature Valley</u>	\$.75	each
POPCORN Brands: <u>Act II</u>	\$ 1.00	each
PASTRIES: Brands: <u>Cloverhill, Mrs. Freshleys, Dutchess</u>	\$ 1.00	each
GUM & MINTS Brands: <u>Trident</u>	\$ 1.00	each
CANDY BARS & OTHER BARS: Brands: <u>Snickers, M&M, Hersheys, Payday, Twix, Wonderful, Crunch, Milkyway, KitKat, Sour patch 3 musketeers,</u>	\$ 1.00	each

OPENED
9:31 9-28-16

Witnessed



EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: STX Snacktime Vending Company LLC

ADDRESS: 1505 Venture Dr

CITY/STATE/ZIP CODE: Weslaco, TX 78599

PHONE & FAX NO.'S: (956) 520-8028 / (956) 520-8034 (Fax)

CELLULAR PHONE: (956) 376-6134

AUTHORIZED SIGNATURE: 

PRINTED NAME: Edgar Vargas

TITLE: Manager

EMAIL: snacktimevendingcompany@gmail.com

Refund Procedure

Machines are equipped with guaranteed delivery sensors, ensuring that County patrons or employees receive the product or have their money returned immediately. In the event a bill gets jammed, all machines are labeled with a phone number where they can contact us and one of our technicians will stop by to fix the situation within an hour.

We would like to add that all of our machines have been upgraded with state of the art vending technology by Parlevel Vending Systems. We are now able to monitor all of our vending machines remotely. This helps us ensure all our machines are running and being serviced efficiently.

Healthy 35.10.35 Smarts Rule by FDA



Class	Manufacturer	Brand	Description	Size	Complies W/ 35-10-35 Rule
SNACKS	CLIF BAR	Clif Bar	Bar Chocolate Chip	2.4 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Oatmeal/Raisin/Walnut	2.4 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Blueberry Crisp	2.4 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Zbar Chocolate Chip	1.27 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Zbar Honey Graham	1.27 oz	Complies
SNACKS	DOLE	Dole	Fruit Bowls Sliced Peaches	7 oz	Complies
SNACKS	FRITO LAY	Doritos	Doritos Nacho RedFat	1 oz	Complies
SNACKS	FRITO LAY	Grandma's	Cookie Big Oatmeal Raisin	2.5 oz	Complies
SNACKS	FRITO LAY	Lay's	Lays Crisps Baked BBQ LSS	1.125 oz	Complies
SNACKS	FRITO LAY	Lay's	Lays Crisps Baked Regular LSS	1.125 oz	Complies
SNACKS	FRITO LAY	Lay's	Lays Crisps Baked SrCrM & Onn	1.125 oz	Complies
SNACKS	FRITO LAY	Rold Gold	Rold Gold Pretzels Tiny Twists	1 oz	Complies
SNACKS	FRITO LAY	Rold Gold	Pretzels Tiny Twist LSS	2 oz	Complies
SNACKS	FRITO LAY	Stacys Pita	Chips Pita Parm/Garlic/Hrb LSS	1.5 oz	Complies
SNACKS	GENERAL MILLS	Chex Mix	Chex Mix Traditional	1.75 oz	Complies
SNACKS	GENERAL MILLS	Chex Mix	Chex Mix Bold Party Blend	1.75 oz	Complies
SNACKS	GENERAL MILLS	Cinnamon Toast	Cinnamon Toast Crunch Crisps	1 oz	Complies
SNACKS	GENERAL MILLS	Fiber One	Bar Chewy Oats & Chocolate	1.4 oz	Complies
SNACKS	GENERAL MILLS	Nature Valley	Bar Granola Peanut Butter	1.5 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Original 70 Cal Pack (UNDER 100CAL)	.9 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Peppered 70 Cal (UNDER 100CAL)	.9 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Nuggets Bf Stk Teriyaki	1 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Prime Rib Tender Cuts	1 oz	Complies
SNACKS	KAR NUT	Kar Nut	Trail Mix Original Unsalted	2 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Hot & Spicy	1.5 oz	Complies

SNACKS	KAR NUT	Kar Nut	Sunflower Kernels	2 oz	Complies
SNACKS	KAR NUT	Kar Nut	Nuts Almonds Salted	1 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Salted	1 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Salted	2 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Salted	1.5 oz	Complies
SNACKS	KELLOGG	Nutri-Grain	Bar Nutri Grain Apple Cinnamon	1.3 oz	Complies
SNACKS	KELLOGG	Nutri-Grain	Bar Nutri Grain Strawberry	1.3 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Chocolate Chip	3.67 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Frosted Blueberry	3.6 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Frosted Strawberry	3.6 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Frosted Cherry	3.6 oz	Complies
SNACKS	KELLOGG	Rice Krispies	Rice Krispies Treats Squares	1.3 oz	Complies
SNACKS	MONDELEZGLOBAL	Chips Ahoy	Cookie Chips Ahoy Thin 100cal	.81 oz	Complies
SNACKS	MONDELEZGLOBAL	Honey Maid	Cracker Cinnamon Graham Stk	1.75 oz	Complies
SNACKS	MONDELEZGLOBAL	Oreo	Cookie Oreo Thin Crisp 100 Cal	.81 oz	Complies
SNACKS	MONDELEZGLOBAL	Ritz	Ritz Chips Original	1.75 oz	Complies
SNACKS	QUAKER	Quaker Oats	Rice Cakes Caramel Mini	.91 oz	Complies
SNACKS	SL SNACKS NATIO	Snyders	Pretzels Mini Fat Free	1.5 oz	Complies
SNACKS	SL SNACKS NATIO	Snyders	Pretzels Olde Tyme	1.58 oz	Complies
SNACKS	SL SNACKS NATIO	Snyders	Pretzel Sticks	1.5 oz	Complies
COLD DRINKS	Coke	Coke	Diet coke	20oz	Complies
COLD DRINKS	Coke	Coke	Coke Zero	20oz	Complies
COLD DRINKS	Coke	Coke	Diet Dr.Pepper	20oz	Complies
COLD DRINKS	Coke	Coke	Zero Vitamin Water	20oz	Complies
COLD DRINKS	Coke	Coke	Smart Water	20oz	Complies
COLD DRINKS	Coke	Coke	Honest Tea Low Cal.	20oz	Complies
COLD DRINKS	Coke	Coke	Diet Sprite	20oz	Complies
COLD DRINKS	Coke	Coke	Zero Powerade	20oz	Complies
COLD DRINKS	Coke	Coke	Fruit Juice Minute Maid (Assorted Flavors)	16oz	Complies

**** PRODUCT LIST ****

1 oz CHIPS

ALL BRAND

ANDY CAPP HOT FRIES
 ASTN ZOO ANML CRACKERS
 BUGLES
 BUGLES NACHO
 CHEESE PUFFS
 CHEETOS BAKED CRUNCHY
 CHEETOS BAKED FLAMING HOT
 CHEETOS CRUNCHY
 CHEETOS FLAMING HOT
 CHEES-IT SNACK CRACKERS
 DORITOS COOL RANCH
 DORITOS NACHO CHEESE
 FRITOS CHILI CHEESE
 FRITOS REGULAR
 FUNYUNS
 HOT SKINS
 LAYS PATATOS CHIPS
 LAYS S.C & ONION
 MUNCHOS
 ORIGINAL PORK SKINS
 RUFFLES BBQ
 RUFFLES CHADDER & S.C.
 SNYDER DILL KOSHER
 SNYDER THIN PRETZEL
 SNYDER OLD TIME PRETZEL
 SUNCHIPS
 SUN HARVEST CHEDER
 TABASCO PORK RINDS
 MINI TAKIS FUEGO

1.5 oz CANDY

ALL BRAND

3 MUSKETEERS	SUGAR BABIES
ALMOND JOY	SUNFLOWER SEEDS
BABYRUTH	TWIX CARAMEL
BEEF STICK	WHATCHAMACALET
BUTTERFINGER BAR	SKITTLES ORIGINAL
BUTTERFINGER CRISP	SKITTLES TROPICAL
CORNUTS PICANTE	SNICKERS ALMON
CORNUTS RANCH	SNIKERS
FRUIT SNACKS	SNIKERS MUNCH
HEATH BAR	NESTLE CRUNCH
HER ALMON	PAYDAY
HER MILK CHOCOLATE	NUTRIGRAIN STRAW
MM'S MILK CHOCOLATE	NV GRANOLA BAR
MM'S PEANUT	NV GRANOLA OATS
NESTLE CRUNCH CRISP	KIT KAT
PEANUT BUTTER BAR	MILKYWAY
REECES PIECES	MM'S ALMONDS
REECES PIEANUT BUT CUPS	PISTACHIOS



4oz PASTRY

All Brand

Texas Size Cinnamon Rolls	Cherry/Cheese Danish
PODWERED DONETTES	Cheese Danish
TWINKIES	CHERRY FRUIT PIE
BANANA TWINKIES	APPLE FRUIT PIE
SUZIE Q	PEACH FRUIT PIE
SNOW BALLS	LEMON FRUIT PIE
CHOCOLATE CUP CAKES	CHOCOLATE PIE
ORANGE CUP CAKES	HONEY BUN ICED
DING DONGS	JUMBO HONEY BUN ICED
HO HO'S	CINNAMON ROLLS
MINI POUNDS CAKE	BROWNIE BITES MM
ZINGER RASBERRY	CHOCOLATE CHIP MM
CRUMB DONETTES	BLUEBERRY MUFFIN LOAF
	BANANA NUT MUFFIN LOAF

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-117080

Date Filed:
09/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

STX Snacktime Vending Company LLC
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County


3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-307A-09-28-SMA
Snack and Drinks Vending Machines/ Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vargas, Edgar	Weslaco, TX United States	X	

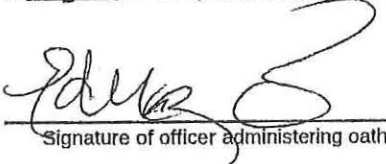
5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

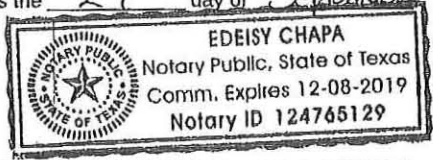

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Edgar A Vargas, this the 27 day of September, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Edeisy Chapa
Printed name of officer administering oath



Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-117080

Date Filed:
09/27/2016

Date Acknowledged:
09/28/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

STX Snacktime Vending Company LLC
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-307A-09-28-SMA
Snack and Drinks Vending Machines/ Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vargas, Edgar	Weslaco, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

SPECIAL MEETING - October 13, 2016

BE IT REMEMBERED, that on this 13th day of October A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR.**, COUNTY CLERK & EX-OFFICIO CLERK OF THE **COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 13, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. Prayer

Martha Salazar led the courtroom in Prayer.

Court proceeded to Item.5.A.

4. Approval of Consent Agenda

The court approved the consent agenda for the exception of Item.4.A. to be pulled for discussion.

Court proceeded to Item.6.A.

5. County Judge's Office:

- A. AI-56839** Discussion and action on Memorandum of Understanding between County of Hidalgo, City of Edinburg and Edinburg EDC regarding the development of and funding for a New Hidalgo County Courthouse.

Michael Leo updated the court in reference to the MOU between the Hidalgo County, the City of Edinburg and the Edinburg EDC for the development of the new courthouse. Leo stated that the city committed to contribute to the county the amount of equal or less than 20% of the overall project cost or \$30 million dollars. He explained that the \$30 million dollars have a cap, if the amount goes over they're still at \$30 million however, if the costs go down, they're contribution goes down. Additionally, if the city decides to pay in full the payment from the city to the county will be due and shall be paid on or before 1 year from when

18.

Purchasing Department:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

- 1. **AI-56775** 1. Presentations from participating Program Management Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm.

Commissioner Cantu stepped away from the meeting.

Commissioner Cantu joined the meeting.

Mrs. Salazar notified of the 10 minute time limit for presentation, excluding question and answer.

1) Dannenbaum- Louis Jones, P.E. presented the Hidalgo County Courthouse team which is composed of five lead firms. Dannenbaum will be the lead firm holding the contract. Jones informed that have an establish local office in the Valley for 16 years and have 200 employees working locally.

Court recessed due to technical difficulties.

Court reopened.

Louis Jones continued informing that the B2Z Engineering is the other firm working along with them. The firm has 9 years of local service and experience, also DBE/HUD certified partner. MOCA, is another firm who has over 17 years of program project management experience. With experience on 10 multistory courthouses totaling \$1.5 billion dollars. They too have a local office in McAllen, Texas since 2013. Additionally, Farnsworth Group, has 450 professionals with courthouse commissioning experts, with a regional office in San Antonio, Texas. Naylor Wentworth Lund Architects is the final firm working with the team of five. The firm has 64 years of experience, 23 years of multistory courthouse design and construction.

- 2. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the five (5) participating firms:

PROGRAM MANAGEMENT FIRM	SCORE	RANK
-------------------------	-------	------

BROADDUS + PROJECT CONTROL		
JLL		
HILL INTERNATIONAL		
DANNENBAUM		
JACOBS PROJECT MANAGEMENT CO.		

3. Authority to commence negotiations for the purpose of finalizing a professional service agreement with the No. 1 ranked firm of _____ for the design and construction of the New Hidalgo County Courthouse.

2. AI-56698 Presentation of sole-bid response received from STX Snacktime Vending Co. LLC meeting all specifications and/or requirements for the purpose of award and approval of contract for Hidalgo County-"Vending Machine Services"- RFB No:2016-307A-09-28-SMA.

APPROVED

- 3. AI-56631** Approval to establish the following deadlines for the submission of requisitions for goods and/or services to order and received prior to December 31, 2016 for General Fund and all other applicable funds:
- Major purchases deadline: October 28, 2016
 - Daily purchases deadline: November 04, 2016

B. Pct. 1

- 1. AI-56820** a. Acceptance and approval on an Interlocal Agreement between County of Hidalgo and City of Donna for the provisions of joint efforts for the Mile 12 1/2 (FM 88 - FM 493) Road Improvement Project; and b. Acceptance and approval of Interlocal Agreement Project: Improvements to Mile 12 1/2 (FM 88 - FM 493) Road.
- 2. AI-56811** Acceptance and approval of request by Precinct No.1 for Supplemental No. 1 through Work Authorization No. 3 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#741616 for modification to original scope of work as more specifically described in Attachment "D" with an increase of \$176,000 to the original amount reflected on the work authorization.
- 3. AI-56810** A. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Halff & Associates, Inc and Aranda & Associates, Inc., in connection to Work Authorization No. 3 for the "Mile 6 West" project in Precinct One.
- B. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Cordia SUE, LLC and Half & Associates, Inc., in connection to Work Authorization No. 4 for the "Mile 6 West" project in Precinct One.