

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-307A-10-13

THIS CONTRACT is made and entered into this **13th** day of **October, 2016** by and between the **County of Hidalgo, Texas**, ("County"), and **STX Snacktime Vending Company, LLC** ("Company").

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

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

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

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

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

"Vending Machine Services"
STX Snacktime Vending Company, LLC

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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**

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