

**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 Outdated machines or obsolete machines shall not be used in any areas.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 of Federal Law, or of a sort likely to bring discredit upon County.
- 10) County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Vendor shall use such utilities by exercising the same degree of care and economy as would be exercised if vendor were paying for such utilities.
- 11) Except for utilities, vendor shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by vendor.
- 12) Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.
- 13) All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.
- 14) Vendor shall accept full responsibility for the installation and efficient operation of all equipment used.
- 15) Vendor shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.
- 16) Vendor shall provide an adequate number of personnel to properly service and stock vending machines.

- 17) Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.
- 18) Vendor shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.
- 19) Vendor should include a list of all types of 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 for vending machines must comply with 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 for services specified herein with a commission in the form of a percentage 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. **Applicable commission and percentage information is to be provided on Appendix B - Bid Page.** 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 annual 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. 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 <sup>th</sup> Judicial District Court	111 S. 9 <sup>th</sup> St., Edinburg, Tx		956-318-2900	1	1
2.	HC-449 <sup>th</sup> District Court	1001 N. Doolittle Rd., Edinburg, Tx		956-587-6200	1	1
3.	HC-Administration Building	2802 S. Bus. 281, Edinburg, Tx		956-318-2626	2	2
4.	HC-Adult Probation (Substance Abuse Treatment Facility (SATF))	1000 N. M. Rd , Edinburg, Tx		956-289-7413	1	1
5.	HC-Auto License	722 Breyfogle Rd. Mission, Tx			1	1
6.	HC-Courthouse	100 N. Closner Blvd. Edinburg, Tx			1	1
7.	HC-Drainage District (Shop)	800 N. Doolittle , Edinburg, Tx		956-318-2641	none	1
8.	HC-Facility Management	3100 S. Hwy 281, Edinburg, Tx		956-289-7850/ 956-292-3653	1	1
9.	HC-Health & Human Services (Central Office)	1304 S. 25 <sup>th</sup> St , Edinburg, Tx		956-383-6221	1	1
10.	HC-Precinct No. 1(Administration & Tax Office)	1902 Joe Stephens Ave., Weslaco, Tx		956-968-8733	2	2
11.	Hidalgo County Pct 2 Administration Office	300 W. Hall Acres, Pharr, Tx, 78577		956-787-1891	1	1
12.	Hidalgo County Pct. 2-San Juan CRC	509 East Earling Road, San Juan.		956-787-1891	1	1
13.	HC-Precinct No. 3 (Motor Pool-Mechanic Shop- Iowa & 107) HWY 2221	8310 W. Mile 7 Mission, Tx		956-585-4509	1	2
14.	HC-Sheriff's Office (Academy Training Center)	715 El Cibolo Rd. Edinburg, Tx	Miguel Rodriguez	956-383-8114	2	2
15.	HC-Sheriff's Office (Adult Detention Center)	701 El Cibolo Rd. Edinburg, Tx	Miguel Rodriguez	956-381-7800	1	2
16.	HC-Sheriff's Office (Law Enforcement Center)	711 El Cibolo Rd. Edinburg, Tx	Miguel Rodriguez	956-383-8114	1	2
<b>ESTIMATED VENDING MACHINES TOTAL</b>					<b>18</b>	<b>22</b>

- 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.



in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) year**, commencing on **Month 00, 2021** and expiring on **Month, 2022**, and may be extended at the sole discretion of the County for an additional **two (2) one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also 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 of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

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

**11. Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**12. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**13. Independent Contractor.** 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.

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

If to County:           The County of Hidalgo  
                                  Attn: County Judge  
                                  100 E. Cano, 2<sup>nd</sup> Floor  
                                  Edinburg, Texas 78539

If to Company:       \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

15.     **Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16.     **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

17.     **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18.     **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19.     **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20.     **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

21.     **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

23. **Entire Agreement.** This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

24. **Immunities:** Nothing in this Agreement 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.

25. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

26. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

27. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

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Richard F. Cortez, County Judge

ATTEST:

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Arturo Guajardo Jr., County Clerk

COMPANY

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SIGNATURE/TITLE

Approved By Commissioners Court On: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

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Robert Viña III, Assistant District Attorney

**EXHIBIT “A”**  
**Request for Bid (RFB)**  
**Procurement Packet**

# EXHIBIT B

# BID PAGE

# EXHIBIT "C"

# INSURANCE REQUIREMENTS