



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO BID**

BID NUMBER # 1955

BID TITLE: VENDING MACHINE SERVICES

DATE DUE: OCTOBER 31, 2023

DUE NO LATER THAN 3:00 P.M.

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date. All Bidders are welcome to attend Bid opening.

Bids received later than the date and time above will not be considered.

Please return bid ORIGINAL (marked "ORIGINAL") and an electronic (**PDF format file only**) copy of your BID submittal in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.

For additional information or to request addendum email: Roberto C. Luna and/or Dalia Loera at purchasing@co.cameron.tx.us

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER. All prices must be typewritten or written in ink.

Company Name: _____
Company Address: _____
City, State, Zip Code: _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. _____ Fax No. _____ e-mail _____

SIGNATURE: _____ Print Name: _____

How did you find out about this Bid? _____ (ex: Newspaper, Web, Mail)

Is Bidder's principal place of Business within Cameron County? Yes No

If yes what City: _____

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Bidders/Participants must sign each bid/proposal page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid/proposal page will disqualify the BID/PROPOSAL offer.

ACKNOWLEDGMENT OF RECEIPT

RFP # 1955 CAMERON COUNTY VENDING MACHINE SERVICES

Please submit this page upon receipt

For any clarifications, please contact Mr. Roberto C. Luna, Interim Purchasing Agent and/or Dalia Loera, Bids & Proposals Coordinator at the Cameron County Purchasing Department office at: (956) 544-0871 or e-mail at: purchasing@co.cameron.tx.us

Please fax or e-mail this page upon receipt of BID package no later than **Friday, October 20, 2023 before 3:00 p.m. CST**. All questions regarding this BID should also be submitted no later than the stated date and time on BID cover page.

Fax: (956) 550-7219 or E-mail: purchasing@co.cameron.tx.us

If you are unable to respond on this BID solicitation, kindly indicate your reason for **“Not Responding/No-Participation”** below and fax or e-mail back to Cameron County Purchasing Department. This will insure you remain active on our vendor list.

Date: _____

Yes, I will be able to submit a BID submittal.

No, I will not be able to submit a Bid submittal for the following reason:

_____.

Company Name: _____

Company Representative Name: _____

Company Address: _____

Phone #: _____

Fax #: _____

E-mail Address: _____

CHECK LIST

Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments **A, B, C, D, E, F, G, H, I****
Be sure to complete these forms and return with packet.

Other - Final Reminders To double check before submitting BID

- Is your bid sealed with bid #, title, Bidder's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

INSTRUCTIONS FOR SUBMITTING BID'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidder") on behalf of Solicitations including, but not limited to, Invitations to Bid.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums – if issued – should be reviewed and downloaded by entering the County Purchasing web at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at:

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidders are further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H, I and return all with your Bid.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

Can be downloaded at the following web site:

https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

Can be downloaded at the following web site:

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All Bids prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted and printed. Form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab “Vendor – TEC Form 1295” for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

Tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received unit 2:00 p.m. of the next business day. Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL (marked “ORIGINAL”)** and an electronic (**PDF format file only**) copy of your BID submittal in sealed envelope **MUST BE SUBMITTED.** Each BID shall be placed in a separate envelope completely and properly identified with the name and number of the BID. BID's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. BID's **MUST** give full firm name and address of the Bidder. Failure to manually sign BID will disqualify it. Person signing BID should show **TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.**
3. BID's **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Bidder or his authorized agent. No BID can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any brand name or manufacturer's reference used in a BID invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. BID's on brand of like nature and quality will be considered. If BID is based on other than reference specifications, Bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the BID. If Bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

5. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Bidder on request, at his expense. Each sample should be marked with Bidder's name, address, and County BID number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**
6. Written and verbal inquiries pertaining to BID's must give BID Number and Company.
7. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
8. The County reserves the right to accept or reject all or any part of any BID, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total BID. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all BIDs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this BID award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
9. BID unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. . If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the BID total then the BID total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base BID Total / Total BID amount, the alphabetic Base BID Total / Total BID will take precedence. RFPs subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. **ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARKET PRICE INCREASES (AS SO SPECIFIED WITHIN) .** When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst case scenario from the County's standpoint in making bid comparisons / tabulations.
10. This is a BID inquiry only and implies no obligation on the part of Cameron County.
11. Acceptance of and commission will be contingent upon satisfactory performance of the services and products received by Cameron County.
13. Partial BID's will not be accepted unless awarded by complete category or line item. **To be awarded by total BID or City or Location or Category as determined to be most advantageous to Cameron County.**
14. Vendor is encouraged to propose on all three (3) options in Category A if possible. If BID is awarded, Cameron C will select only one option in Category A, whichever is determined to be most advantageous to Cameron County. In order to be considered for award (Category A: Option 1 or 2 or 3) County must receive your Bid for specific option consideration. Failure to submit for Option to be selected for award will prevent your firm from being considered for per option recommended for award.
15. It is expected that the Bidder will meet all state and federal safety standards and laws in effect on the date of the BID for the item(s) being specified, and the particular use for which they are meant.
16. If BIDDER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
17. It is the responsibility of the Bidder to ask any and all questions the Bidder feels to be pertinent to the Bid. Cameron County shall not be required to attempt to anticipate such questions for Bidders. Cameron County will endeavor to respond promptly to all questions asked.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a BID item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the BID as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Should the goods or services fail to meet requirements the BID is subject to rejection.

COMMISSIONS AND PAYMENTS TO COUNTY: (a) Vendor shall submit separate comissions payments – monthly to the Cameron County Treasurer’s Department. Detailed report of sales revenue shall by machine, location, and time period shall also be attached. Mail to: Cameron County, **ATTN: County Treasurer’s Department, 1100 East Monroe Street, Brownsville, Texas 78520.** Vendors should keep the County Purchasing & Treasurer’s Department advised of any changes in your addresses.

APPROVAL OF DRINK AND SNACK MACHINE LOCATIONS

Prior to placing any Drink or Snack vending machines at any County locations Vendor must send a list of recommended Buildings and locations in each of these buildings, to the Purchasing Agent, who must first request approved before any snack machines can be placed at the County building locations. Purchasing Agent will contact you once approved.

Drinks - Coke machines – please email me the recommended locations for placement which must be approved by Purchasing Agent prior to placement. If you are looking to relocate any coke machines please send me that information for Purchasing must get approval for this as well before coke machines are relocated.

CAMERON COUNTY, TEXAS
BID # 1955
VENDING SERVICE

I. INSTRUCTIONS

- A. If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive BID's, offeror shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response and requirements of this BID which may have influenced your decision to "NO OFFER".

Cameron County, Texas is requesting sealed Bids to be received for:

VENDING SERVICE, BID # 1955

- B. **IT IS UNDERSTOOD THAT** County, reserves the right to accept or reject any and/or all Bids as it shall deem to be in the best interest of County. Receipt of any Bid shall under no circumstances obligate County to accept the lowest Bid. The award of the contract shall be made to the responsible offeror whose Bid is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for Bid.
- C. **BIDS SHALL** include this BID and all additional documents submitted. Each Bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.
- D. **LATE BIDS:** Bids received in County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.
- E. **ALTERING BIDS:** Any inter-lineation, alteration, or erasure made before receiving time must be initialed by the signer of the Bid, guaranteeing authenticity.
- F. **WITHDRAWAL OF BID:** A Bid may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of Bid, and offeror so agrees upon submittal of their Bid.
- G. **BIDS WILL BE** received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process. However, all Bids shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Bid so identified by offeror as such.

II. SCOPE OF WORK

A. PURPOSE

County's intent of this Request for Bid and resulting contract is to obtain Bids for Vending Services at various County facilities (minimal requirements listed in Schedule A).

B. INFORMATION/QUESTIONS

Requests for information regarding contractual matters related to this BID should be directed to:

Purchasing Department
1100 East Monroe Street, Rm. 345, Brownsville,
Texas 78520
956-544-871

C. SUBMITTAL:

For proper comparison and evaluation, County requests that Bids address, at a minimum, the following format.

1. **Cover Letter** - A brief introductory letter of representation.
2. **Executive Summary** - A brief summary highlighting the most important points of the Bid. Issues, the Summary should not exceed five pages.
3. **Degree of Compliance** - A statement that all products and services quoted in Bid is in full accord with the specifications or a brief listing of all those specification sections to which the offeror takes exception.
4. **Bid Rates/Delivery** - Rates shall be itemized for all items requested in this Bid. Brief notes referencing specific line items may be included, if necessary, for explanation. A schedule of delivery and installation shall also be included.
5. **Descriptive Literature** - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Offeror/product information with regard to issues addressed in other areas of the Offeror's Bid.
6. **Vendor Background Information** - This section should include a description of the offeror (and subcontractors issued) experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that County can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
7. **References** - Offeror shall submit with this Bid a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.
8. **Affidavits** as required herein.

D. COST SUBMITTALS/RATES

A price schedule and a commission schedule with the percentage of gross sales (excluding Texas State Sales Tax) of the awarded vending service to be paid to 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 **monthly along with payments to the County Treasurer (including gross monthly sales and commission dollars paid - by machine)** 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.

E. TERM 3 YRS WITH OPTION FOR ADDITIONAL 2 YRS

The term of this contract is from **December 1, 2023 through December 31, 2026** with an option to renew for two additional one-year term each at the discretion of County Commissioners Court Service is to **begin December 1st, 2023.**

Prices shall remain firm during the initial term of the contract. Upon consideration of each renewal option, vendor shall be allowed to submit price increases/decrease based on the latest Consumer Price Index published 120 days before contract execution. Commissioners Court reserves the right to accept or reject requests for price increases.

III. MINIMUM TECHNICAL REQUIREMENTS

A. OBJECTIVE/SUMMARY

1. As a matter of general policy, 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. Vending locations and/or machine requirements listed in Schedule A are to be considered minimum. County may require vendor to equip additional vending locations not specified. Additional vending machines may be installed at locations listed in Schedule A or in additional facilities as needed.
4. County Maintenance & Operations Department reserves the right to approve all vending machines before installation and require 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.
5. 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.
6. 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.
7. Vendor shall abide by all Federal or State regulations as to policy, limitations on food items, drinks, etc., sold in vending service machines.
8. Vendor shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending service machines are used and/or food stuffs and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.
9. Vendor shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State of Federal Law, or of a sort likely to bring discredit upon County.
10. County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Vendor shall use such utilities by exercising the same degree of care and economy as would be exercised if vendor were paying for such utilities.

11. Except for utilities, vendor shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by vendor.
12. Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.
13. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.
14. Vendor shall accept full responsibility for the installation and efficient operation of all equipment used.
15. Vendor shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.
16. Vendor shall provide an adequate number of personnel to properly service and stock vending machines.
17. Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.
18. Vendor shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.
19. Vendor should include a list of all types of food stuffs and drinks with proposed retail prices in his Bid Any available company brochures or product brochures should also be included.
20. Vendor should display a phone number on each machine for reporting any malfunctioning of the machine.
21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills and credit/debit payment option.
22. It is County's preference that vendor provide new machines to Cameron County and not used machines.

IV. **GENERAL CONTRACT TERMS AND CONDITIONS**

A. **CONTRACT**

This Bid, submitted documents, and any negotiations, when properly accepted by County, shall constitute a contract equally binding between the successful offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order.

B. **CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

C. **CONFIDENTIALITY**

All information disclosed by County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

D. **ADDENDA**

Any interpretations, corrections or changes to this BID will be made by addenda. Sole issuing authority of addenda shall be vested in County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this BID. Offerors shall acknowledge receipt of all addenda.

E. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be approved in writing by Commissioners Court.

F. ASSIGNMENT

The successful offeror **shall not** sell, assign, transfer or convey any contract resulting from this BID, in whole or in part, without the prior written consent of County Commissioners.

G. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in County, Texas.

H. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by County.

I. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:

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

J. SUCCESSFUL OFFEROR SHALL

Successful offeror shall defend, indemnify and save harmless County and all its 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 offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Bid award. Successful offeror shall pay any judgment with cost which may be obtained against County growing out of such injury or damages. Cameron County is exempt from the State Sales Tax and Federal Excise Tax; therefore, the Bid price shall not include taxes. Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

K. BIDS/OFFERORS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

L. PATENTS/COPYRIGHTS

The successful offeror agrees to protect County from claims involving infringements of patents and/or copyrights.

M. TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted Bid.

Breach of contract or default authorizes the County to award to another offeror.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the County Judge, 1100 East Monroe St., Brownsville, Texas.

N. 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.

O. OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of County.

P. INSURANCE

Before commencing work, the successful offeror shall be required, at his own expense, to furnish the County Director of Purchasing within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this BID) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
2. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**CAMERON COUNTY VENDING MACHINES
CATEGORY A - OPTION 1 : BY LOCATION**

	Location	Qty.	Description	Use	Commission Rate (paid <u>monthly</u>) % of Sales	
1.-	Brownsville Dancy Building	1	Beverages: soft drinks, water, juices, health drinks	E+P	1.-	% drink only
	Brownsville Dancy Building	1	Snacks	E+P		% snack only
2.-	Brownsville Annex Blg. Admin –	1	Beverages: soft drinks, water, juices, health drinks	E	2.-	% drink only
	Brownsville Annex Blg. Admin –	1	Snacks	E+P		% snack only
3.-	Brownsville Annex - Levee	1	Beverages: soft drinks, water, juices, health drinks	E+P	3.-	% drink only
	Brownsville Annex - Levee	1	Snacks	E+P		% snack only
4.-	Brownsville Annex Judicial –	1	Beverages: soft drinks, water, juices, health drinks	E+P	4.-	% drink only
	Brownsville Annex Judicial –	1	Snacks	E+P		% snack only
5.-	Brownsville Bridge – Gateway	2	Beverages: soft drinks, water, juices, health drinks	E+P	5.-	% drink only
6.-	Brownsville Bridge – Veterans	1	Beverages: soft drinks, water, juices, health drinks	E	6.-	% drink only
7.-	Bridge – Los Indios	1	Beverages: soft drinks, water, juices, health drinks	E	7.-	% drink only
8.-	Brownsville Juvenile – Orange St.	1	Beverages: soft drinks, water, juices, health drinks	E	8.-	% drink only
9.-	Brownsville Pct. 1 & 2 Warehouse	2	Beverages: soft drinks, water, juices, health drinks	E	9.-	% drink only
10.-	Brownsville Mary Lucio Clinic	1	Beverages: soft drinks, water, juices, health drinks	E	10.-	% drink only
	Brownsville Mary Lucio Clinic	1	Snacks	E		% snack only
11.-	Brownsville Detention 1	1	Beverages: soft drinks, water, juices, health drinks	E+P	11.-	% drink only
	Brownsville Detention 1	1	Snacks	E+P		% snack only
12.-	Brownsville Detention 2	1	Beverages: soft drinks, water, juices, health drinks	E+P	12.-	% drink only
13.-	Brownsville Old County Jail	2	Beverages: soft drinks, water, juices, health drinks	E+P	13.-	% drink only
	Brownsville Old County Jail	1	Snacks	E		% snack only
14.-	Olmito Carrizales Detention	4	Beverages: soft drinks, water, juices, health drinks	2-E 2E+P	14.-	% drink only
	Olmito Carrizales Detention	2	Snacks	1E 1 E+P		% snack only % for both drink & snack
15.-	Olmito Sheriff's Department	2	Beverages: soft drinks, water, juices, health drinks	E	15.-	% drink only
	Olmito Sheriff's Department	1	Snacks	E		% snack only % for both drink & snack

Use: E= Employee only E+P= Employee & Public

**CAMERON COUNTY VENDING MACHINES
CATEGORY A - OPTION 1 : BY LOCATION**

	Location	Qty.	Description	Use	Commission Rate (paid <u>monthly</u>)	
					% of Sales	
16.-	SPI Parks – Isla Blanca Office	1	Beverages: soft drinks, water, juices, health drinks	E+P		% drink only
17.-	SPI Andy Bowie	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
18.-	San Benito Pct. 3 Warehouse	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
19.-	San Benito Annex	2	Beverages: soft drinks, water, juices, health drinks	E+P		% drink only
	San Benito Annex	2	Snacks	E+P		% snack only % for both drink & snack
20.-	San Benito Juvenile Probation Administration	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
	San Benito Juvenile Probation Administration	1	Snacks	E		% snack only % for both drink & snack
21.-	San Benito Juvenile Probation Detention	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
	San Benito Juvenile Probation Detention	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
	San Benito Juvenile Probation Detention	1	Snacks	E		% snack only % for both drink & snack
22.-	San Benito Boot Camp	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
	San Benito Boot Camp	1	Snacks	E		% snack only % for both drink & snack
23.-	Harlingen Pct. 4 – Warehouse	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
24.-	Harlingen Health Clinic	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
	Harlingen Health Clinic	1	Snacks	E		% snack only % for both drink & snack
25.-	Harlingen Annex	1	Beverages: soft drinks, water, juices, health drinks	E		% drink only
	Harlingen Annex	1		E		% snack only % for both drink & snack

Use: E= Employee only E+P= Employee & Public

CAMERON COUNTY VENDING MACHINES

CATEGORY A - OPTION 2 TO 4

CATEGORY A - OPTION 2 : COMISSION RATE % FOR ALL BEVERAGE MACHINES (above) 1 THROUGH 25 TOTAL:

Commission Rate (*paid monthly*) _____ % of Sales

CATEGORY A - OPTION 3 : COMISSION RATE % FOR ALL SNACK MACHINES (above) 1 THROUGH 25 TOTAL:

Commission Rate (*paid monthly*) _____ % of Sales

CATEGORY A OPTION 4: COMISSION RATE % FOR ALL MACHINES (BEVERAGE & SNAK) (above) 1 THROUGH 25 TOTAL:

Commission Rate (*paid monthly*) _____ % of Sales

CAMERON COUNTY VENDING MACHINES

CATEGORY A - OPTION 5 : BY CITY

Commission Rate (paid monthly)
% of Sales

CITY:

1. BROWNSVILLE:

BROWNSVILLE TOTAL Commission Rate (paid monthly) _____ % of Sales

Please circle: (Beverage only – Snack only – both beverage & Snack Combined) that % is based upon

2. LOS INDIOS:

LOS INDIOS TOTAL Commission Rate (paid monthly) _____ % of Sales

Please circle: (Beverage only – Snack only – both beverage & Snack Combined) that % is based upon

3.OLMITO:

OLMITO TOTAL Commission Rate (paid monthly) _____ % of Sales

Please circle: (Beverage only – Snack only – both beverage & Snack Combined) that % is based upon

4. SOUTH PADRE ISLAND:

SOUTH PADRE ISLAND TOTAL Commission Rate (paid monthly) _____ % of Sales

Please circle: (Beverage only – Snack only – both beverage & Snack Combined) that % is based upon

5. SAN BENITO:

SAN BENITO TOTAL Commission Rate (paid monthly) _____ % of Sales

Please circle: (Beverage only – Snack only – both beverage & Snack Combined) that % is based upon

6. HARLINGEN:

HARLINGEN TOTAL Commission Rate (paid monthly) _____ % of Sales

Please circle: (Beverage only – Snack only – both beverage & Snack Combined) that % is based upon

RFP Title _____ Proposer's Name _____ Date: _____

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid.

THIS FORM MUST BE RETURNED WITH YOUR BID

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR BID

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Bid submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder:

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR BID

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Bidder ” refers to a person who is not a resident.

“Resident Bidder ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident
(Company Name)
Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Bidder as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

NON-COLLUSION STATEMENT

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE ASST. AUDITOR / PURCHASING DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid, other than questions to the Assistant County Auditor/Purchasing Officer?

Four horizontal lines for providing a response to question 01.

- 02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid?

Four horizontal lines for providing a response to question 02.

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioner’s court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1.Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and

2.For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1st following the January 1st on which the ad valorem taxes are due.

3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s: Real Estate _____ Personal Property _____

01. Is the person or the firm submitting this Bid current with all local and State taxes?

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification Regarding Debarment & Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

Company Name: _____

Please answer each individual question. If it does not pertain to your company, please write "N/A" and sign at the bottom of page

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

THIS FORM MUST BE RETURNED WITH YOUR BID

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.

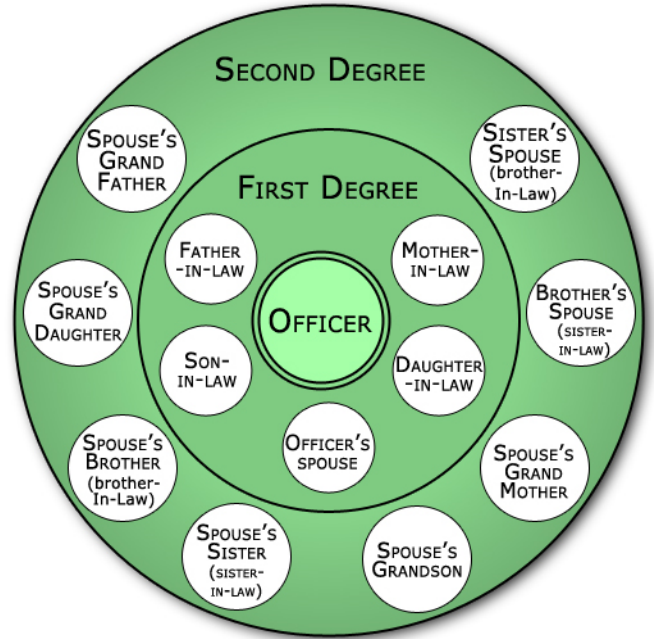
THIS FORM MUST BE RETURNED WITH YOUR BID

NEPOTISM CHART

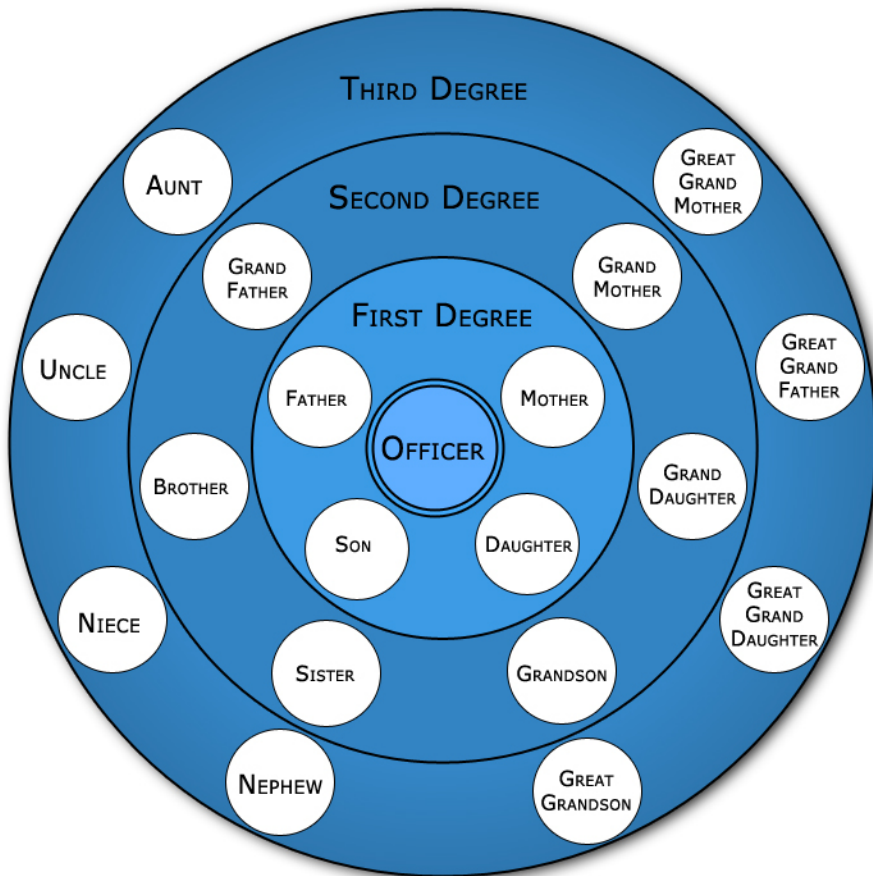
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code §171.002 (use box below)
 - a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
 - b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
 - c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section. Please write "N/A" in the boxes if non-applicable

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____ (Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____

Date: _____

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

THIS FORM MUST BE RETURNED WITH YOUR BID

GENERAL TERMS & CONDITIONS (Requests for Bids (RFB))

ADDENDA: If RFB specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

ADVERTISING: Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

AWARD: Cameron County may hold RFB responses until award is made. Cameron County reserves the right to reject any or all responses to RFBs. Cameron County reserves the right to award a contract, if any, based on the bidder's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFB) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one bidder. Commissioners Court reserves the right to determine the method and procedures for the final award of the bid at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFB explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be affected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be affected by the delivery of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Bidder agrees as follows: 1.) Bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Bidder will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Bidder to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in a whole or in part as a result thereof.

DISQUALIFICATION OF BIDDER: Upon submitting a response to this RFB, Bidder certifies that the Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFB considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Bidders. If multiples are submitted by a Bidder and, after all responses to the RFBs are opened one or more of the responses are withdrawn the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB should comply with all RFB requirements, delivery terms and needs of the using department which are considerations in evaluating responses. The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Bidders responding to this RFB and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFB award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFBs, Bidders are given the opportunity to ask questions. Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Bidder has received notification from the County Purchasing Department of its decision.

Grounds for protest:

1. Numerical errors were made.
2. The County failed to follow procedures established in the RFB, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Bidders shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
4. Description of the relief or corrective action requested.
- 5.. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Bidder's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Bidder protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Bidder.
 - b) A written decision will be delivered to the Bidder within five business days after receipt of the protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all RFBs, and/or b) reissue the Bidder solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFB is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFB response. The County may, by written notice to the Bidder, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Bidder in providing such gratuities. Consistent and continued RFB responses that end in a tie could cause rejection of any RFB response by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Bidder for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your —RFB response. This information will assist Cameron County in the percentage tracking of HUB utilization.

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) This local preference consideration is allowable for Equipment and Supplies but not allowed for Services and/or Construction related requests. The County Commissioner's Court may award to the lowest Bidder or the Bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% of the lowest price. In order to provide the County Commissioners Court adequate information in considering this option, the Bidder should submit with each bid response the following information for Commissioners Court's review with all information requested complete with detailed, current and quantifiable numeric data:

1. Where is your principal place of business (Business Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions:

- a.) Why and how Bidder believes that the local Bidder offers the County additional economic development opportunities for Cameron County created by the contract award?
- b.) How will award to local Bidder benefit the employment of residents of Cameron County?
- c.) How many employees does Bidder employ within Cameron County and how many employees are affected financially by award/purchase?
- d.) How will award to local Bidder increase tax revenues to Cameron County?

This information should be provided and updated with each bid response submitted to the County. If Bidder is local and within 3% of the lowest bid price, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of RFBs relative to the 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

INSURANCE: The Bidder shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Bidder and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFBs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Bidder must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Bidder and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFB response, Bidder either electronically scans, re-types, or in some way reproduces the County's published RFB package, then in event of any conflict between the terms and provisions of the County's published RFB specifications, or any portion thereof, and the terms and provisions of the — RFB response made by Bidder, the County's RFB specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFB specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFB. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Bidders are responsible for including all pertinent product data in the returned RFB package. Literature, brochures, data sheets, specification information, completed forms requested as part of the — RFB package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of an RFB response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFB package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Bidder's response to the RFB which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

(b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract

without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFB.

Bidders may not limit or exclude any implied warranties.

Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

WARRANTY ITEMS/PRODUCTS: Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Bidder at no expense to the County.

SAFETY WARRANTY: As noted above, Bidder warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Bidder without the written permission of the County. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Bidder. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied

ERRORS AND OMISSIONS: Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFB and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Bidder agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Bidder will hold County harmless. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Bidder the reasonable cost of Bidder's search as to infringement. The Bidder agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable.

LATE RESPONSES: RFB responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Bidder must meet all Federal and State OSHA requirements.

REMEDIES: The successful Bidder and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFB process and any resulting contract, whenever a Bidder or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFB and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

BIDDER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFB and any resulting contract. The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

OTHER TERMS: The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

VENDING MACHINE POLICY

(APPROVED BY COMMISSIONERS COURT 4/16/09)

CAMERON COUNTY

VENDING MACHINES POLICY AND PROCEDURES

In the interest of the health of County residents and employees who work in or visit County facilities, the Commissioners Court has adopted (Date) a policy for healthy vending machines and vending consolidation.

Cameron County recognizes the service and convenience that vending machines provide to County employees and the general public. The County will maintain vending machines in strategic locations throughout the County and peripheral properties where traffic patterns or other circumstances warrant their placement.

I Purpose

II Scope & Responsibility

III Policy

IV Procedures

I. PURPOSE

- A. To manage, control the sale of food and beverages, and identify requirements and guidelines for entering into contracts for installation and operation of vending machines on Cameron County property, as per defined Policies and Procedures.
- B. It is necessary for Cameron County to regulate the sale of food and beverages on County Property in order to:
 - 1. assure compliance with regulations of the Texas Department of State Health Services, the Texas Alcoholic and Beverage Control Commission, Fire Marshall and other regulatory agencies;
 - 2. manage Cameron County's liability exposure;
 - 3. control food and beverage locations, types of food and beverage services, and other associated conditions;
 - 4. ensure that the sale of these products does not conflict with any negotiated contracts or agreements;
 - 5. and provide for all contract and verification of all commission payments as received by County's Treasurer's Department.

II. SCOPE AND RESPONSIBILITY:

This policy covers Management and Administration of all Vending Machines and any associated term contracts for such machines designed to dispense food, beverages located in any County owned, leased or operated space or facility.

The Facilities Manager has primary responsibility for the management and administration of vending machines located in any Cameron County owned, leased or operated space or facility.

The Health Administrator has primary responsibility for periodic auditing vending machines for compliance with nutrition standards outlined in this policy.

The Facilities Manager shall be responsible for dissemination, implementation and compliance with this policy for all vending machines operated by the department or located within their department facilities.

Department heads utilizing vending machines or who are responsible for vending machine contracts shall contact the Facilities Manager to report compliance issues with this policy.

III. POLICY

A. General Policies

1. It is the Policy of Cameron County that all contracts for vending machine services be awarded in accordance with applicable laws and rules and that those involved in the procurement process perform their responsibilities in a fiscally prudent and ethical manner.
2. The County does not regulate vending machine permits / licenses or any other sales operation. The County prohibits operation of machines on County Property of which profits go to County employees or County Elected Officials.
3. Vending operations on County Property / Facilities produce substantial revenue for the County. Efficiency in the administration and supervision of vending operations requires that all appointed and elected officials comply with these policies and procedures.
4. Vending machine equipment may be installed on County premises only under the terms of formal Bid award between the vending company and Cameron County. These Bid awards are approved only by Commissioners' Court.

Elected or appointed officials, or administrative heads desiring installation of vending equipment in their areas of operation should make a written request to the Facilities Manager for the required vending machine.

5. Building / Facilities Maintenance Department will inspect the premises and review the service requirements of such installations with the department. If the Building / Facilities Maintenance Department concurs that the installation is warranted, Purchasing will obtain the equipment under the awarded contracts (subject to Commissioners' Court approval).
6. Because of utility requirements, vending equipment should be kept to a minimum and should not be requested unless justified on the basis of service needs.
7. Prior to installation of any machines inside or outside of any County building, the location of all vending machines must be approved by the Commissioners' Court, after review and approval by the Safety Department and Facilities Management regarding electrical connections and machine safety concerns. Machines may not be located in corridors unless adequate space has been provided as determined by the Safety Department and Facilities Management.
8. Revenue from the vending installations other than those in regular revenue producing activities such as Parks, Bridges are credited to the General Administrative Fund of the County.
9. Vending machine companies will be ordered to remove any equipment that has not been installed in compliance with these policies and procedures. Purchasing Department will notify the Vending Machine Companies.

B. Vending Machine Markings

All Vending Machines must have a sticker on front surface of machine with the Vendor's name and contact phone number in order to address service and refund concerns.

The County will also place a County approval tag numbers on all approved machines located on County property. Vendors with machines identified without approval tag will be contacted to address removal.

If Vending Machine Company cannot be contacted, the machine(s) in question will be moved by Building Maintenance Department to a storage location and a sign will be placed at vacant location notifying vendor that the Vending Machine has been removed along with contact person's name and phone number (Building Maintenance Dept.) to arrange for pick-up of machine(s) in question.

C. Placement of Vending Machines

No independently owned vending machines will be allowed on County property without prior approval of the Commissioners' Court. Vending machines (discovered) placed on County property without Commissioners' Court approval shall be removed and placed in storage for pick-up by vendor. Snack vending machines may be permitted to operate on County property for the sale of food items to County employees and members of the public who use the facilities subject to the requirements noted in this policy.

The Facilities Manager or designee will authorize the placement of vending machines in strategic locations throughout the county where traffic patterns or other circumstances warrant their placement and subject to Commissioners' Court final approval.

1. Prior to installation, the location of new or replacement vending machines must be submitted to be reviewed and approved by the Facilities Manager and subject to Commissioners' Court approval.

Location and Security of Vending Machines:

Requests for obtaining new vending machines or relocating existing machines are to be submitted to the Facilities Manager who will make decisions based upon two major factors:

- a. The level and location of pedestrian traffic must warrant the placement of vending machines. In addition, the area must have adequate electrical outlets, waste containers, and reasonable security (i.e., sufficient lighting, unobstructed view for maintenance and security staff).
- b. The location of vending machines must not be detrimental to or detract from the conduct of work activity. Potential noise or traffic disturbances must be considered to insure performance of daily business will not be disturbed.
- c. In determining whether to locate a vending machine on County property the County will also consider:
 1. commission fees
 2. utilities
 3. maintenance
 4. trash removal; and
 5. costs; and
 6. any other consideration which may be required in such contract.
- d. Machines may not be located in corridors unless adequate space has been provided as determined by the Fire Marshall. An approval notice issued by the Facilities Manager must be attached to all vending machines.

- e. The vending machine may not in any way obstruct or otherwise interfere with emergency exits or access areas.
- f. Vending machines must be securely fastened to the wall, floor, or other structure, or otherwise secured in such a way as to prevent it from being rocked, bounced, or tipped.
- g. Failure to comply with these provisions may result in removal or disablement of the vending machine.

D. Facility Requirements

1. Plumbing

For machines that require an external water source, connections must be made from a potable water supply. In the event this is not possible, the vending machine owner will be responsible for establishment of an alternative source.

Plumbing installation, when needed, shall include valves and backflow prevention devices that comply with State and local code requirements. Fixtures and other installations are expected to appear neat and professional.

2. Electrical

All vending machines utilizing electrical power shall be grounded with an approved three wire cord and plug. All machines vending perishable foods shall have a lock on the power cord plug to prevent accidental or intentional disconnection. County Building Facilities Manager will check all machines for compliance during installation.

Vending machines must be properly wired and grounded to prevent electrical shock, and must comply with applicable federal, state and local codes and standards. The vending machine owner is responsible for installation of electrical circuits when there are no existing circuits available, or if existing circuits are inadequate.

3. General Facility Requirements

All maintenance and repairs will be the responsibility of the vending machine owner, unless otherwise agreed upon by the Facilities Maintenance Division of Facilities Management Department.

No modifications to building structure, electrical systems, plumbing, or any other part of the physical plant of any County building may be performed without prior approval from the Facilities Maintenance Department. In the case of a property leased by the County, the Real Property Agent assigned to the property will perform additional review of proposed facility modifications. All authorized modifications will be at the expense of the vending machine owner, unless otherwise agreed upon by the County.

E. Payment of Commissions

All payments of Commissions must be made to the Cameron County Treasurers Department – in the form of a check by Vendor - on a monthly basis and payable to Cameron County.

F. Food and Beverage Operations

1. All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance," or meet the standards of the National Sanitation Foundation and be listed in their "approved list," or the equivalent thereof.
2. Any microwave oven used in conjunction with a vending operation must be approved for safety by the County Facilities Maintenance Division prior to installation.
3. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
4. The areas surrounding all machines are to be kept clean and proper waste and/or recycling receptacles shall be provided in the immediate area.

All food vending machines must comply with the Texas Health and Safety Code Chapter 431, Code of Federal Regulations 229.211-229.222 and the Texas Administrative Code Title 25 part 1, Chapter 229 subchapters F and N. Machines not complying with the above criteria or the State law shall be removed from service.

G. 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:
 - I. 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
 - II. Not more than 10% of calories from saturated fat
 - III. Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)

- IV. 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
 - V. 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)
 - VI. 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.

H. Limitations of Policy

- 1. This policy includes food and beverage sales through
 - a. vending machines – public areas
 - b. vending machines – non public areas
- 2. Machines not allowed in County Buildings
 - a. tobacco
 - b. refrigerated food, sandwich machines
 - c. cup beverage and/or machines requiring an external water source
 - d. only machines as specified and awarded in the Vending machines Bid will be allowed in County facilities.
- 3. This policy excludes
 - a. Newspaper Machines
 - b. Pay phones
 - c. ATM Machines
 - d. Non profit (Comm. Court approved) Vending machines
 - e. food prepared offsite which is sold to individuals and delivered to a County Facility / Building (e.g., pizza delivery services);
 - f. Packaged food which is sold by student organizations in fund-raising efforts; (e.g., Girl Scout cookies);
 - g. food and beverage services which are part of the programs or activities by outside groups, except that in such cases the sale of food or beverages must be included in the approval of such groups to use County facilities (e.g., Charro Days etc.)

I. Exceptions to the policy

- 1. Exceptions to this policy may be made only by Commissioners’ Court
 - a. when deemed to be in the best interest of Cameron County
 - b. when such exceptions will not violate existing contracts for food and beverage services nor unfairly compete with the approved service.

2. Requestes for exceptions must be made and approved in writing, and approvals for a specific location, for a specified time or duration, and for an identified type of food or beverage service. Use of County facilities may be subject to fees, commissions and / or reimbursable charges. As part of the request, vendors will be required to submit evidence of a valid certificate for the facility issued by the State of Texas Board of Health Vendors will be required to show evidence of insurance coverage written in an amount and under terms and conditions as specified by the County Attorney.
3. Non-profit “charitable organizations” machines.
These machines will not be part of RFP.
These Vending machines will require Commissioners Court approval (in Writing) prior to placing at County Buildings.

IV PROCEDURES

A. Solicitation of Vending Contractors

1. Cameron County will advertise for Bids that will achieve best value in selecting a contractor or contractors to provide vending services. In developing the desired qualifications and selecting a contractor, all Departments shall comply with these County Policies on Vending machine service providers, selection, and monitoring.
2. Cameron County issuing a solicitation for Bids for vending machine services should include a copy of the attached standard Cameron County Machine Agreement form in its solicitation documents, with a statement that the selected contractor (if any) will be expected to sign the standard Cameron County Vending Machine Agreement and comply with all applicable statutory and County requirements. This agreement should have a term of one year with the expiration date identified and an allowance for one or two (2) one year extensions.