



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER # 1955**

**RFP TITLE: VENDING MACHINE SERVICES**

**DATE DUE: SEPTEMBER 26, 2017**

**DUE NO LATER THAN 11:00 A.M.**

RFPs will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web site at [www.co.cameron.tx.us/purchasing/specs.htm](http://www.co.cameron.tx.us/purchasing/specs.htm) – Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification.

Please return RFP **ORIGINAL AND SEVEN (7) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked “SEALED RFP”.

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

For additional information or to request addendum email: [Mike Forbes](mailto:Mike.Forbes@co.cameron.tx.us) or [Beverly Findley](mailto:Beverly.Findley@co.cameron.tx.us) at [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [beverly.findley@co.cameron.tx.us](mailto:beverly.findley@co.cameron.tx.us)  
[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

**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: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**Is Proposer’s principal place of Business within Cameron County? Yes - No**

(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 Proposal award does not constitute a contract award and RFP Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

# CHECK LIST

Items checked below represent components which comprise this proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal. Offerors 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 Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

**Cover Sheet**

Your company name, address and your signature (**IN INK**) should appear on this page.

**Instructions to Proposers**

You should be familiar with all of the Instructions to Proposer's.

**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 RFP**

Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?

Did you complete, sign and submit page 1?

Did you complete and submit attachments A,B,C,D,E , F, G, H, I ?

Did you provide the number of copies as required on the cover page?

Did you visit our website for any addendums?

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

## INSTRUCTIONS FOR SUBMITTING RFP'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 "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes. Cameron County is an Equal Employment Opportunity Employer.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

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

[http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

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

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**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 Proposer 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 Proposal NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, **Texas Local Government Code, §263.007** et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is 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 results in a change or addition to this RFP, 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 RFP's 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 RFP 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 RFP.

### **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:**

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.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 7<sup>th</sup> 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:**

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

**TEXAS ETHICS COMMISSION FORM 1295**

All RFPs 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, printed and notarized. Notarized 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 RFP 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](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: [http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP’s will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP’s SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE - Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor’s designee present.

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

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers 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: [http://www.co.cameron.tx.us/commissioner\\_s\\_court\\_agenda/index.php](http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php)

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, 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 RFP package.

PLEASE NOTE CAREFULLY

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

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. RFP's **MUST** give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT.**
3. RFP's **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP 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 RFP.** 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 RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal 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 RFP. If Proposer 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 Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.**
6. Written and verbal inquires pertaining to RFP's must give RFP 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 RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. 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 RFPs 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 RFP 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. RFP unit rate on item specified – extend and show total. In case of errors in extension, UNIT rates shall govern.
10. This is a RFP 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 RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP 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 RFP 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 proposal 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 Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.

16. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
17. It is the responsibility of the Proposer or proposer to ask any and all questions the Proposer or proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the Proposal 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 RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP 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 RFP 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.

**CAMERON COUNTY, TEXAS  
RFP # 1955  
VENDING SERVICE**

**I. INSTRUCTIONS**

- A. If offerer 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 RFP's, offerer 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 RFP which may have influenced your decision to "NO OFFER".

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

**VENDING SERVICE, RFP # 1955**

- B. **IT IS UNDERSTOOD THAT** County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of County. Receipt of any proposal shall under no circumstances obligate County to accept the lowest proposal. The award of the contract shall be made to the responsible offerer whose proposal 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 proposal.
- C. **PROPOSALS SHALL** include this RFP and all additional documents submitted. Each proposal 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 PROPOSALS:** Proposals 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 PROPOSALS:** Any inter-lineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.
- F. **WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or cancelled by the offerer for a period of ninety (90) days following the date designated for the receipt of proposal, and offerer so agrees upon submittal of their proposal.
- G. **PROPOSALS WILL BE** received and publicly acknowledged at the location, date, and time stated above. Offerers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during the negotiation/evaluation process. However, all proposals shall be open for public inspection after the contract is awarded. except for trade secrets and confidential information contained in the proposal so identified by offerer as such.

II. SCOPE OF WORK

A. PURPOSE

County's intent of this Request for Proposal and resulting contract is to obtain proposals 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 RFP should be directed to:

Purchasing Department  
1100 East Monroe Street, Rm. 345,  
Brownsville, Texas 78520  
956-544-0871

C. EVALUATION CRITERIA AND FACTORS

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points

Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points

Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points

$\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$

$\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract. The award of the contract shall be made to the responsible offerer resulting from negotiations, taking into consideration the relative importance of factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into factors as follows:

- 30% Proposer's total proposed commission
  - 1. Commission Rate of Proposal
  
- 30% Proposer's total proposed selling price for products
  - 1. Proposals price for products (*higherscorebased on lower price*)
  
- 20% Proposer's Support/Service/Warranty/Qualifications
  - 1. Demonstrated prior experience in providing similar services
  - 2. Capability to provide responsive service
  - 3. Capability to provide off-site technical support
  - 4. Service and technical support infrastructure
  
- 20% The proposed product and services meeting County's needs and requirements
  - 1. Adherence to requirement of RFP
  - 2. Proposer's responsibility clearly defined
  - 3. County's participation and responsibility clearly defined
  - 4. Demonstrated ability to fully meet the needs of County
  - 5. Product availability

Negotiations may be conducted with responsible Proposer who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

D. SUBMITTAL:

For proper comparison and evaluation, County requests that proposals 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 proposal. Issues, the Summary should not exceed five pages.
3. **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the offerer takes exception.
4. **Proposal Rates/Delivery** - Rates shall be itemized for all items requested in this proposal. 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 Offerer/product information with regard to issues addressed in other areas of the Offerer's proposal.
6. **Vendor Background Information** - This section should include a description of the offerer (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** - Offerer shall submit with this proposal 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.

E. 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 comission 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.

F. TERM

The term of this contract is from **November 1, 2017 through October 31, 2018** with an option to renew for two additional one-year terms at the discretion of County Commissioners Court Service is to **begin November 1, 2017.**

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

17. Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.
18. **Vendor shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.**
19. Vendor should include a list of all types of food stuffs and drinks with proposed retail prices in his proposal Any available company brochures or product brochures should also be included.
20. **Vendor should display a phone number on each machine for reporting any malfunctioning of the machine.**
21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.
22. **It is County's preference that vendor provide new machines to Cameron County and not used machines.**

#### IV. GENERAL CONTRACT TERMS AND CONDITIONS

A. CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by County, shall constitute a contract equally binding between the successful offerer 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 offerer for the purpose of the work to be done or information that comes to the attention of the successful offerer during the course of performing such work is to be kept strictly confidential.

D. ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in County Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerers 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 offerer shall not sell, assign, transfer or convey any contract resulting from this RFP, 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 offerer and will be treated as confidential by County.

I. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:

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

J. SUCCESSFUL OFFERER SHALL

Successful offerer 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 offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer 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 proposal 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. PROPOSALS/OFFERERS MUST COMPLY WITH:

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

L. PATENTS/COPYRIGHTS

The successful offerer 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 offerer fails to:

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

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

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful offerer 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 offerer 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 RFP) 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 offerer 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**

Commission Rate (paid monthly)  
% of Sales

Location	Quantity	Description	Use	
1. Bro. Dancy Bldg.	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
	1	Snack	E	_____ % snack only
				_____ % for both drink & snack machines
2. Bro. Annex Bldg - Admin - 3rd Fl.	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
3. Bro. Annex - Elections	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
4. Bro. Annex Judicial-3rd Fl.-Dist. Clerk	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
5. Bro. Bridge - Gateway	2	Coke/Pepsi (or equivalent)	E + P	_____ % drink only
	1	Snack	E + P	_____ % snack only
				_____ % for both drink & snack machines
6. Bro. Bridge - Veterans	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
	1	Snack	E	_____ % snack only
				_____ % for both drink & snack machines
7. Bridge - Los Indios	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
8. Bro. Juvenile - Orange St.,	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
9. Bro. Pct 1 & 2 Warehouse	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
10. Bro. Mary Lucio Clinic	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
	1	Snack	E	_____ % snack only
				_____ % for both drink & snack machines

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

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

Location	Quantity	Description	Use	
11. Bro. Detention 1	1	Coke/Pepsi (or equivalent)	E + P	_____ % drink only
	1	Snack	E + P	_____ % snack only
				_____ % for both drink and snack machines
12. Bro. Detention 2	1	Coke/Pepsi (or equivalent)	E + P	_____ % drink only
13. Bro. Old County Jail	2	Coke/Pepsi (or equivalent)	E + P	_____ % drink only
	1	Snack	E	_____ % snack only
				_____ % for both drink and snack machines
14. Olmito. Carrizales Detention	3	Coke/Pepsi (or equivalent)	1- E 2 E+ P	_____ % drink only
	1	Water	E	_____ % drink only
	2	Snack	1- E 1 E+ P	_____ % snack only
				_____ % for both drink and snack machines
15. Olmito. Sheriff's Dept.	1	Power Ade	E	_____ % drink only
	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
	1	Snack	E	_____ % snack only
				_____ % for both drink and snack machines
16. SPI. Parks - Isla Blanca Office	1	Coke/Pepsi (or equivalent)	E + P	_____ % drink only
17. SPI. Parks - Isla Blanca Warehouse	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
	1	Power Ade	E	_____ % drink only
18. SPI. Parks - Andy Bowie	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
19. San Benito. Vehicle Maintenance	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
20. San Benito. Pct 3 Warehouse	1	Coke/Pepsi (or equivalent)	E	_____ % drink only
21. San Benito Annex	2	Coke/Pepsi (or equivalent)	E + P	_____ % drink only

Location	Quantity	Description	Use	<u>Commission Rate</u> (paid monthly)	
				<u>% of Sales</u>	
22. San Benito. Juvenile Prob. - Admin	1	Coke/Pepsi (or equivalent)	E	_____	% drink only
	1	Snack	E	_____	% snack only
				_____	% for both drink and snack machines
23. San Benito. Juvenile Prob.- Detention	1	Coke/Pepsi (or equivalent)	E	_____	% drink only
	1	Coke/Pepsi (or equivalent)	E	_____	% drink only
	1	Snack	E	_____	% snack only
			_____	% for both drink and snack machines	
24. San Benito. Boot Camp	1	Coke/Pepsi (or equivalent)	E	_____	% drink only
	1	Snack	E	_____	% snack only
				_____	% for both drink and snack machines
25. Harlingen. Pct 4 - Warehouse	1	Coke/Pepsi (or equivalent)	E	_____	% drink only

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

Commission Rate (paid monthly) \_\_\_\_\_ % of Sales

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

Commission Rate (paid monthly) \_\_\_\_\_ % of Sales

**CATEGORY A - OPTION 4 : COMISSION RATE % FOR ALL MACHINES (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	Quantity	Description	Use
<b><u>1. BROWNSVILLE:</u></b>			
Bro. Dancy Bldg.	1	Coke	E
	1	Snack	E
Bro. Annex Bldg - Admin - 3rd Fl.	1	Coke	E
Bro. Annex - Elections	1	Coke	E
Bro. Annex Judicial-3rd Fl.-Dist. Clerk	1	Coke	E
Bro. Bridge - Gateway	2	Coke	E + P
	1	Snack	E + P
Bro. Bridge - Veterans	1	Coke	E
	1	Snack	E
Bro. Juvenile - Orange St.,	1	Coke	E
Bro. Pct 1 & 2 Warehouse	1	Coke	E
Bro. Mary Lucio Clinic	1	Coke	E
	1	Snack	E
Bro. Detention 1	1	Coke	E + P
	1	Snack	E + P
Bro. Detention 2	1	Coke	E + P
Bro. Old County Jail	2	Coke	E + P
	1	Snack	E

BROWNSVILLE TOTAL Commission Rate (paid monthly) \_\_\_\_\_ % of Sales  
Please circle : (Drink only – Snack only – both Drink & Snack Combined) that % is based upon

	Quantity	Description	Use
--	----------	-------------	-----

**2. LOS INDIOS:**

Los Indios. Bridge - Los Indios	1	Coke	E
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LOS INDIOS TOTAL Commission Rate (paid monthly) \_\_\_\_\_ % of Sales  
 Please circle : (Drink only – Snack only – both Drink & Snack Combined) that % is based upon

**3. OLMITO:**

Olmito. Carrizales Detention	3	Coke	1- E 2 E+ P
	2	Snack	1- E 1 E+ P
	1	Water	E

Olmito. Sheriff's Dept.	1	Power Ade	E
	1	Coke	E
	1	Snack	E

OLMITO TOTAL Commission Rate (paid monthly) \_\_\_\_\_ % of Sales  
 Please circle : (Drink only – Snack only – both Drink & Snack Combined) that % is based upon

**4. SOUTH PADRE ISLAND:**

SPI. Parks - Isla Blanca Office	1	Coke	E + P
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SPI. Parks - Isla Blanca Warehouse	1	Coke	E
	1	Power Ade	E

SPI. Parks - Andy Bowie	1	Coke	E
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SOUTH PADRE ISLAND TOTAL Commission Rate (paid monthly) \_\_\_\_\_ % of Sales  
 Please circle : (Drink only – Snack only – both Drink & Snack Combined) that % is based upon

Location	Quantity	Description	Use
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**5. SAN BENITO:**

San Benito. Vehicle Maintenance	1	Coke	E
San Benito. Pct 3 Warehouse	1	Coke	E
San Benito Annex	2	Coke	E + P
San Benito. Juvenile Probation - Admin	1	Coke	E
	1	Snack	E
San Benito. Juvenile Prob.- Detention	1	Coke	E
	1	Coke	E
	1	Snack	E
San Benito. Boot Camp	1	Coke	E
	1	Snack	E

SAN BENITO TOTAL Commission Rate (paid monthly) \_\_\_\_\_ % of Sales  
 Please circle : (Drink only – Snack only – both Drink & Snack Combined) that % is based upon

**6. HARLINGEN:**

Harlingen. Pct 4 - Warehouse	1	Coke	E
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HARLINGEN TOTAL Commission Rate (paid monthly) \_\_\_\_\_ % of Sales  
 Please circle : (Drink only – Snack only – both Drink & Snack Combined) that % is

based upon

**CAMERON COUNTY VENDING MACHINES  
CATEGORY B : SPECIALTY MACHINES**

- to be awarded by machine -

Location	Quantity	Description	Use	<u>Comission Rate</u> (paid monthly) <u>% of Sales</u>
1. San Benito Annex	1	Snack & Frozen Sandwiches (Combo)	E + P	_____ %
2. County Admin/Judicial Annex San Benito Annex	1	Coffee & Hot Chocolate (Gourmet ) Machine w/ self supplied water source external water connection source – not acceptable	E	_____ %
3. Harlingen Annex	1	Coke & Snack (Combo) <b>Machine dimension requirements:</b> <b>53” H X 29” W X 7” D</b> (not to exceed Machine Dimensions) (Reason: ADA allocated space requirements)	E + P	_____ %

**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 RFP.

***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**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 RFP***

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP 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 RFP submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer 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 RFP. The contents of this RFP as to prices, terms or conditions of said RFP 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 RFP.

Name and Address of Proposer :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 RFP***

**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 Proposer ” refers to a person who is not a resident.

“Resident Proposer ” 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)  
Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)  
Proposer 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 RFP***

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

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 commissioners 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 Proposer 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 Proposal current with all local and State taxes?

\_\_\_\_\_

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**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 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 proposal and/or application had one or more public transactions terminated of cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

**OFFICE USE ONLY**

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).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

1 Name of vendor who has a business relationship with local governmental entity.

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

Yes  No

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

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4.

Signature of vendor doing business with the governmental entity

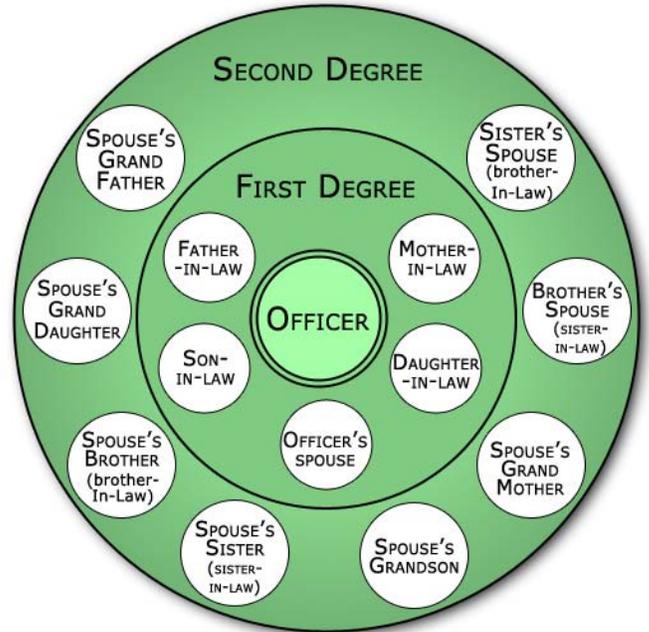
Date

## NEPOTISM CHART

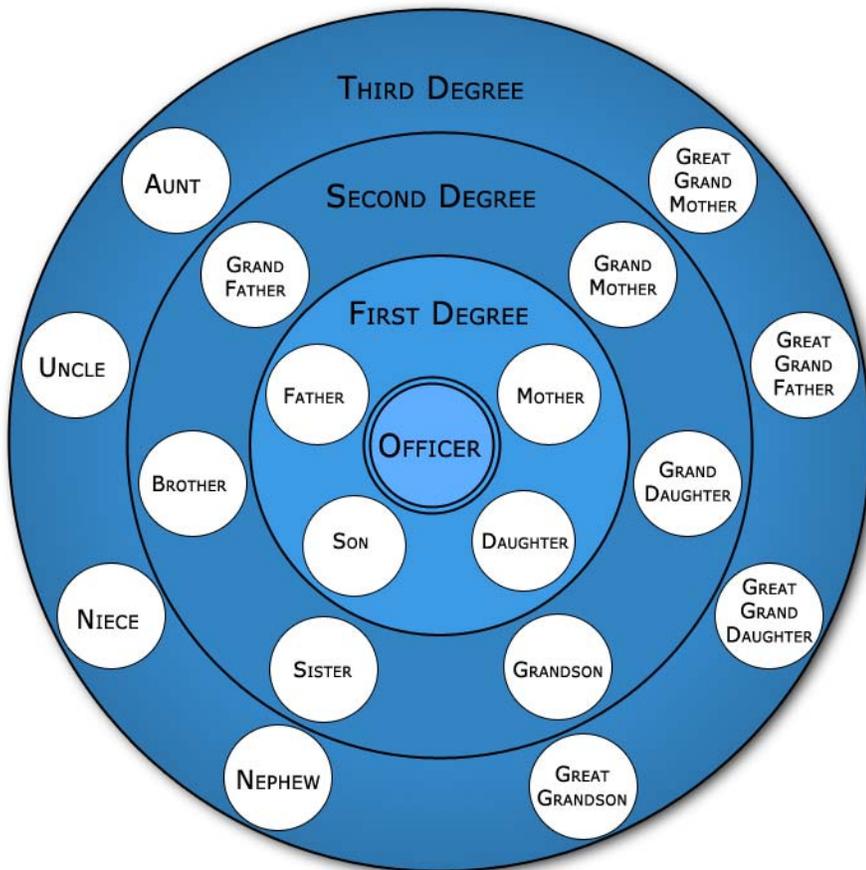
The chart below shows

- **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 PROPOSER’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

**DISCLOSURE OF INTERESTS (CONTINUED)**

- 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.

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: \_\_\_\_\_

HOUSE BILL 89 VERIFICATION

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, do 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 boycott the country of Israel currently; and
- 2. Will not boycott the country of Israel during the term of the contract the above named Company, business or individual with Cameron County

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.

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP 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 Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) 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 proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs 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 RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer 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 effected by the delivery to the Proposer 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 Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer 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 effected by the delivery to the Proposer 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 Proposer 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](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto: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 Proposer 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 Proposer 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 Proposer agrees as follows: 1.) Proposer 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 Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer 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 Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer 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 RFP 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 Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer 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 this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP 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 RFP 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 RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer 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 Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, 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 Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; 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.
5. Description of the relief or corrective action requested.
6. 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 Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer 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 Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer 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 proposals, and/or b) reissue the Proposer 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 "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 Proposer 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 Proposer.

**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 RFP 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 exists) which must be filled out, attached and included with the

RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, 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 Proposer in providing such gratuities. Proposer 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 Proposer for the purpose of securing business.

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

**INSURANCE:** The Proposer 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 Proposer 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 Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs 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 Proposer 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 Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. 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 Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer 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 RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP 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 RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP 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 Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**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. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP 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 RFP. 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 Proposer's response to the RFP which Proposer warrants to be no higher than Proposer'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 Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer 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 Proposer 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.

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

Proposers may not limit or exclude any implied warranties.

Proposer 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 Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**WARRANTY ITEMS/PRODUCTS:** Proposer 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 Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer 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.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, 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 Proposer 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 Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer 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 Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (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 Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer 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 Proposer. 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 RFP - have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer 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 RFP 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, lightning, 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 Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. 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, Proposer 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 Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer 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, Proposer will hold County harmless. If Proposer 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 Proposer the reasonable cost of Proposer's search as to infringement. The Proposer 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 RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP 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 RFP 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:** RFP 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:** Proposer must meet all Federal and State OSHA requirements.

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

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or 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 RFP 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.

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

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

**OTHER TERMS:** The Proposer 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 proposal award between the vending company and Cameron County. These proposal 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:
  - II. 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
  - III. Not more than 10% of calories from saturated fat
  - IV. Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)

- V. 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
  - VI. 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)
  - VII. 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 Proposal 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 proposals 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 Proposals 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.