



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515**

TEL: 979-864-1825 FAX: 979-864-1034

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Charles Crook, CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

Solicitation Number RFQ#11-17 Vending Machines for Brazoria County Facilities
Quotes shall be received via mail or facsimile no later than:

Monday, September, 13, 2010 @ 2:00 P.M., LOCAL TIME

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) days prior to bid / proposal opening)

Vendors will submit responses in accordance with requirements stated on cover of document.

Vendors may not submit responses via email or fax

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

BRAZORIA COUNTY REQUEST FOR QUOTE COVER SHEET

RFQ # 11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES

The enclosed REQUEST FOR QUOTE (RFQ) and accompanying documents are for your convenience in submitting a quote for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Quotes shall be received via mail or facsimile no later than:

Monday, September, 13, 2010 @ 2:00 P.M., LOCAL TIME

PLEASE MARK ENVELOPE: "REQUEST FOR QUOTE FOR #11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES"

Offerer shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS
(SEE NOTE BELOW)**

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**US Postal Service mailing address

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this

RFQ which may have influenced your decision to “No Offer”. If your response to this RFQ is a “No Quote” response, please complete the Statement of No Quote in this RFQ and submit.

Any prospective bidder/offeree desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Director, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offeree concerning this solicitation will be furnished promptly to all other known prospective bidders/offerees as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeree’s responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerees and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.

Charles Crook, CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite #100
Angleton, Texas 77515

**BRAZORIA COUNTY
BIDDER/OFFERER CERTIFICATION**

RFQ # 11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D.# (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Quote/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

Published Dates:

MONDAY, AUGUST 30, 2010

MONDAY, SEPTMEBER 6, 2010

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2010, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge E. J. King, by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions for **RFQ #11-17 Vending Machines for Brazoria County Facilities** are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2010.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

REQUEST FOR QUOTE PACKAGE CHECKLIST

RFQ#11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

- 1. **Vendor Solicitation Acknowledgement**
- 2. **Cover Sheet**
- 3. **Bidder/Offerer Certification**
Company name, identifying information and signature (**IN INK**).
- 4. **Contract Sheet**
Must be signed (**IN INK**) by an authorized representative of the offerer.
- 5. **Package Checklist**
- 6. **Standard Terms & Conditions**
- 7. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - a. **Specifications / Statement of Work**
Detailed description of the product/service sought by the County.
 - b. **Bid / Offer Sheet**
This form is used to solicit exact pricing of goods/services and delivery costs.
 - c. **Equipment, Hardware and/or Software Requirements**
 - d. **Insurance Requirements**
Offerer should be familiar with all applicable Insurance Requirements
 - e. **Travel Policy**
Offerer should be familiar with the Brazoria County Travel Policy
 - f. **Offerer Data Sheet**
Offerer information and W-9 Form must be completed and returned with offer.
 - g. **Bid Bond Requirements**
 - h. **Performance Bond Requirements**
 - i. **Payment Bond Requirements**
 - j. **Non-Disclosure Agreement**
Offerer must sign the Non-Disclosure Agreement.
 - k. **Building Contract**
Offerer must sign the Building Contract.
 - l. **Local Opportunity Plan**
 - m. **Federal Labor Standards Provisions**
 - n. **Federal Wage Rate**
 - o. **Life Cycle Cost Terms & Conditions for Guaranteed Maintenance & Guaranteed Repurchase**
 - p. **Building/Construction Workers' Compensation Requirements**
 - q. **Consignment Agreement**

BRAZORIA COUNTY SPECIFICATIONS / STATEMENT OF WORK

RFQ #11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES

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

1.0 SCOPE OF WORK

1.1 Brazoria County is seeking qualified and competent concessionaires to provide vending services as described herein to various County facilities.

1.2 REQUIREMENTS

The Offerer will provide all services necessary for soft drink dispenser (s) and snack/food dispenser (s) in accordance with all local, state, and federal laws, and regulations. These services shall include all necessary personnel, labor, transportation, packaging, equipment and the compilation and submission of all documents required. The Offerer shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits.

The contract resulting from this solicitation shall not ensure the exclusive use of Offerer's product at the designated facilities and it does not prohibit another offerer from furnishing vending machines at these or other County locations.

Performance includes, but is not limited to:

1.2.1 Dispensers shall be of new or recently reconditioned and must always be current as to model and shall accept both coins and bills or a change machine must also be provided. The County agrees that dispensers shall remain the property of the Offerer and the County has no intention of acquiring ownership of said dispensers. Offerer shall ensure compatibility of dispensers and power outlets presently in place.

1.2.2 Maintenance shall be scheduled to maintain dispensers in good working order and in a clean and sanitary condition. The Offerer is solely responsible for any and all maintenance or equipment malfunctions and subsequent repairs that may be required, even where such maintenance, equipment malfunctions or repairs results from or involves damage or destruction by vandalism of the dispensers while on County property. The Offerer agrees to repair or replace any dispensers to the satisfaction of the County and in a manner that complies with applicable federal, state, and local laws and regulations. Repairs and service must be available during hours of operation for all facilities. The maintenance, repairs or replacements shall be at no cost to the County.

1.2.3 **PRICE DECREASES: When a contract item price is decreased, Offerer must pass the decrease on to the County.**

1.2.4 Repairs or restocking must commence on or before four (4) hours after call is placed by County personnel.

- 1.2.5 Should a need arise for the soft drink and snack/food dispenser rental which is not available, the County reserves the right to secure such service from other sources to meet its immediate needs without prejudice of the Contract and it is deemed in the best interest of the County to do so.
- 1.2.6 Restocking must be done in such frequency as to adequately meet demand at the specified facilities and delivery schedule shall be coordinated with facility's representative, and shall occur prior to 9:00 A.M., C.S.T.
- 1.2.7 The Offerer shall provide delivery and anchored installation, to prevent tipover, of dispensers and stock, service, and repair of dispensers, as necessary. Installation and operation of dispenses and quality of products must meet all applicable Federal, State and local laws, regulations or ordinances.
- 1.2.8 Offerer should include a list of all types of food stuffs and drinks with proposed retail prices with the response. Any available company brochures or product brochures should also be included.
- 1.2.9 Snack/Food dispenser shall provide a selection of breakfast, lunch and snack foods. Snack machines will hold a minimum of thirty-two (32) varieties with all being top brand chips, candy and pastries. Types of snack/food may be selected by Brazoria County upon request.
- 1.2.10 Soft drink machines will hold a minimum of eight different soft drinks (include a variety of diet drinks and juices) twelve (12) ounces or twenty (20) ounces containers must be aluminum or plastic, no glass.
- 1.2.11 Quality: All food items sold must be fresh at all times.
- 1.2.12 Designated holidays: No deliveries or services will be required or accepted on designated County holidays.

1.3 FACILITIES DESCRIPTION

Vending locations and/or machine requirements listed below are to be considered minimum. Brazoria County may require offerer to equip additional vending locations not specified. Additional vending machines may be installed at locations listed below or in additional facilities as needed.

1.3.1 West Annex Building, 2nd Floor Breakroom, 451 N. Velasco, Angleton, Texas:

The Brazoria County West Annex Building houses the following Public/County Service Departments:

<u>Department</u>	<u># Employees</u>
TAX OFFICE	40
PURCHASING	7
VETERANS OFFICE	2
GROUND WATER CONSERVATION	2
CHILD SUPPORT	4
ENGINEERING	9 (mo. meeting with 35 people)
LIBRARY ADMINISTRATION	9
FLOOD PLAIN	4
ENVIRONMENTAL HEALTH	11
COURT – ATTORNEY GENERAL (1 DAY PER MONTH)	

The building currently has Coca-Cola drink dispensers: one (1) can, one (1) bottle in first floor break room and one (1) bottle in second floor break room, which shall remain in service with the County. The first floor break room has employee access only. The second floor break room has employee and public access.

The County requires one (1) or more snack/food dispensers for the second floor break room.

1.3.2 I.S. Annex Building, 131 E. Live Oak, Angleton, Texas:

The I.S. Annex Building houses the entire I.S. department including Telecommunications. The department has twenty-five (25) employees and has on the average one (1) training session per week with ten (10) attendees.

The County requires one (1) or more drink dispenser and snack/food dispensers in the I.S. Annex building.

1.3.3 Sheriff Department, Administration Building, 3602 CR 45, Angleton, Texas

The Administration Building currently houses 390 employees. The dispensers will be located in the employee break room with no public access.

The County requires one (1) drink and one (1) snack dispenser.

1.3.4 East Annex Building, 1524 E Mulberry Street, Angleton, Texas

<u>Department</u>	<u># Employees</u>
County Clerk	25
Elections	3
Adult Probation	55
Community Development	13

The dispensers will be located in the main lobby with access to both employees and the general public

The County requires one (1) snack machine and one (1) drink dispenser.

1.3.5 Manvel Annex Building, 7313 Corporate Drive, Manvel, Texas

Departments

Justice of the Peace, 2:1; Constable Pct 2; Tax Sub Station; County Clerk; Juvenile Probation; DPS. The total numbers of regular employees are 20. The dispensers will be located in an area accessible to both the employees and the general public. The building currently has a Coca-Cola drink dispenser which shall remain in service with the County until further notice.

The County requires one (1) snack machine. A drink dispenser may be required at a later date.

1.3.6 Justice of the Peace, 3:2 Pearland

The JP office is located at 3801 East Pear in Pearland. The dispensers would be installed in the rear of the building just inside the back door "lobby". The dispensers will not be accessible to the general public and will be used for employees only until the general completion of renovations of the building. The number of employees in the building is a total of 11 for three (3) departments.

The County requires one (1) drink dispenser and one (1) snack dispenser.

1.3.7 West Service Center (Pct. 4) Road and Bridge Department

The West Service Center is located at 1001 N. Market Street in Brazoria. The dispensers would be installed in the breakroom which is not accessible to the general public. The department has a total of fifty (50) employees.

The County requires one (1) snack dispenser only.

1.3.8 Justice of the Peace, 4:2 West Columbia

The JP office is located at 111 N. 10th Street in West Columbia. The dispensers would be located in the outside lobby for both county employees and public use. There are a total of twenty (20) employees that work in and around the building.

The County requires one (1) drink dispenser and one (1) snack dispenser.

1.3.9 Adult Probation Office, Alvin

The Adult Probation Office is located at 20020 Hwy. 35 in Alvin. The dispensers would be located in a secured area for both county employees and probationer use. There are a total of 13 full-time employees, as well as 20 people who meet 4 times per week who work in the building.

The County requires one (1) drink dispenser and one (1) snack dispenser.

1.4 REASON FOR SERVICES:

1.4.1 The sole purpose in granting vending in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and food needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drink and food needs.

1.5 RATES TO EMPLOYEES AND THE PUBLIC:

RATES CHARGED SHALL BE COMPARABLE TO THOSE CHARGED FOR SIMILAR FACILITIES IN BRAZORIA COUNTY WHILE ALLOWING THE OFFERER TO REALIZE A REASONABLE PROFIT WITH DUE REGARD BEING GIVEN FOR SIGNIFICANT UNUSUAL FACTORS. THE PRINCIPAL OBJECTIVE OF SUCH CONTROLS IS TO ASSURE THE EMPLOYEES AND PUBLIC OF SATISFACTORY SERVICE AND QUALITY MERCHANDISE AT REASONABLE RATES.

1.6 VENDING MACHINES:

The following vending machines are requested at the sites. Offerers may bid on all or some of the listed services.

LOCATION	TYPE	QUANTITY
WEST ANNEX	SNACK	1
I.S. ANNEX	SNACK	1
	DRINK	1
SHERIFF DEPT	SNACK	1
	DRINK	1

EAST ANNEX	SNACK	1
	DRINK	1
MANVEL ANNEX	SNACK	1
JP 3:2 OFFICE	SNACK	1
PEARLAND	DRINK	1
WEST SERVICE CENTER	SNACK	1
JP 4:2 OFFICE	SNACK	1
WEST COLUMBIEA	DRINK	1
ADULT PROBATION,	SNACK	1
ALVIN	DRINK	1

List on the Bid/Offer sheets, or on a separate page, the quantity, size, type of machines, brand and prices of merchandise to be provided and any additional or special information or requests.

1.7 LENGTH OF CONTRACT/OPERATIONAL HOURS:

The length of Concession Contract under existing policies is to be one (1) year with the option of two (2) twelve (12) month renewals.

Operating hours are estimated to be:

WEST ANNEX	MON-FRI	8:00 A.M. TO 5:00 P.M.
I.S. ANNEX	MON-FRI	8:00 A.M. TO 5:00 P.M.
MANVEL ANNEX	MON-FRI	8:00 A.M. TO 5:00 P.M.
SHERIFF DEPT	MON-FRI	8:00 A.M. TO 5:00 P.M.
EAST ANNEX	MON-FRI	8:00 A.M. TO 5:00 P.M.
JP 3:2 OFFICE	MON-FRI	8:00 A.M. TO 5:00 P.M.
JP 4:2 OFFICE	MON-FRI	7:30 AM. TO 5:00 P.M.
ADULT PROB., ALVIN	MON-FRI	8:00 AM TO 5:00 P.M.

Offerer shall keep vending machines properly stocked and operational for business from the hours of 8:00 A.M. to 5:00 P.M., C.S.T., Monday through Friday, excluding County holidays. Offerer shall have vending machines at each facility filled by 9:00 A.M., C.S.T. Stocking shall occur a minimum of one (1) time per week, however offerer shall check machines daily and stock as needed.

1.8 UTILITIES:

Brazoria County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on Brazoria County's part arising from temporary interruption on account of breakdown, power failure or like causes. Offerer shall use such utilities by exercising the same degree of care and economy as would be exercised if offerer were paying for such utilities.

1.9 PERSONNEL:

Offerer shall be responsible for hiring the necessary personnel to conduct the vending operations. The offerer will comply with all the requirements of federal, state and local laws relating to minimum wage, social security, Civil Rights Acts of 1964, unemployment compensation, workman's compensation and other related laws. Offerer shall require their employees to observe all applicable rules and regulations and to exercise courtesy and consideration in their relations with the public. Offerer employees shall wear a uniform or badge to show they are employees of awarded offerer. Any person in the employ of the offerer found objectionable to Brazoria County shall be subject for dismissal.

1.10 SUPERVISION AND INSPECTION:

Brazoria County may conduct periodic inspections to determine that the offerer is complying with all provisions of the vending contract.

1.11 A site visit of locations may be scheduled by contacting the Maintenance Department, Dennis Cleveland at 979-864-1567 or 281-756-1567.

1.12 DATA TO ACCOMPANY OFFER:

Each offerer should submit with his offer a statement as to his / her evidence of experience and three (3) references. If the offerer is, or is to be, a newly formed corporation, a financial statement relating thereto should accompany the offer.

The offer should include any additional data that the applicant considers pertinent to the evaluation of his offer.

The offer should also include:

- Quantity, size and type of machines offered
- Brand and prices of merchandise offered
- Description of proposed refund procedures

1.13 Brazoria 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. Offerer shall repair or replace such equipment at his expense.

1.14 Except for utilities, offerer shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at Brazoria County facilities or of any person employed or claiming to have been employed by offerer.

1.15 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.

- 1.16 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.
- 1.17 Offerer shall provide a means for Brazoria County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard. **Description of proposed refund procedures should be included in response.**
- 1.18 All machines must be clearly marked with company name and phone number.
- 1.19 All locations should include a dollar change machine or machines equipped to take dollar bills.
- 1.20 **Forced purchase programming is not allowed. All machines must provide refund if desired item is not available.**

2.0 CONTRACT AWARD / EVALUTION PROCESS

Brazoria County will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such an offer if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Brazoria County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities, of the items proposed which best meets the needs of the County. Brazoria County may use references to make judgments directly affecting the award of this Contract.

2.1 Evaluation Criteria

The evaluation criteria will be based on, but not necessarily limited to the following factors:

- 2.1.1 Offerers Price for Products50%
 - 2.1.1.1 Commission offers may be considered.
- 2.1.2 Offerers Support/Service/Warranty/Qualifications.....20%
 - 2.1.2.1 Demonstrated prior experience in providing similar services.
 - 2.1.2.2 Capability to provide responsive service.
 - 2.1.2.3 Capability to provide off-site technical support.
 - 2.1.2.4 Service and technical support infrastructure.
- 2.1.3 Proposed Product and Services Meeting Brazoria County’s Needs and Requirements30%
 - 2.1.3.1 Demonstrated ability to meet the requirements of the RFQ.
 - 2.1.3.2 Product variety and availability.

4.0 _____
Name of person who will be servicing the machines Telephone

5.0 What is the method utilized in handling maintenance, emergency service, repairs and money refunds ?

Shipment and installation can be made in _____ days after execution of Contract.

GENERAL: Brazoria County reserves the right to accept or reject any or all quotes and waive all technicalities.
All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

The undersigned bidder has carefully examined the RFQ and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Brazoria County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____ Tel: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

- 1. FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
- 2. DELIVERY:** Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.
- 3. AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
 - 3.1** Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.
- 4. EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
- 5. CONTRACT:** The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.
- 6. INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1** It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
- 7. DEFAULT OF BIDDER:** If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.
 - 7.1** Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.
- 8. ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.
- 9. SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

Initials_____

10. ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. INDEMNIFICATION: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, 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 of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

Initials_____

- 18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.
- 19. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
- 20. TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.
- 20.1** In the event of breach or default of this Contract, Brazoria 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.
- 20.2** In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- 21. DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.
- 23. HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
- 24. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Initials _____

- 27. WARRANTY:** Contractor 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. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Offerer must provide all warranty terms and conditions in response package.
- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.
- All documents are subject to Texas Open Records requirements.
- 30. DRAWINGS:** All plans and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.
- 32. BID BOND:** When applicable, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Brazoria County (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)
- 33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (*See Package Checklist.*)
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Initials _____

37. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

39. PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials_____

**BRAZORIA COUNTY
RETURN LABEL**

*******LATE QUOTES CAN NOT BE ACCEPTED*******

<u>SEALED REQUEST FOR QUOTE (RFQ)</u>	
RFQ#:	11-17
OPENING DATE:	MONDAY, SEPTEMBER 13, 2010
OPENING TIME:	2:00 P.M. C.S.T.
RFQ DESCRIPTION:	VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THE RFQ LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP
ENSURE PROPER DELIVERY!

****VENDOR MUST RETURN ONE (1) ORIGINAL AND ONE(1)
COMPLETE COPY OF THE QUOTE DOCUMENTS****

*******LATE QUOTES CANNOT BE ACCEPTED*******