



Company Name:

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.  
PURCHASING AGENT

CHRIS LAX, CPSM, CPSD, CPCP  
ASSISTANT PURCHASING AGENT

**RFB NO. 2023-084**

**REQUEST FOR BID  
FOR  
ANNUAL CONTRACT  
FOR  
VENDING SERVICES**

**BIDS DUE FEBRUARY 23, 2023  
2:00 P.M. CST**

**RFB NO. 2023-084**

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## **ATTACHMENT A – VENDING EQUIPMENT LIST**

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

## ANNUAL CONTRACT FOR VENDING SERVICES

### PRE-BID CONFERENCE

A Pre-Bid GoToMeeting Video Conference will be held:

**DATE: WEDNESDAY, FEBRUARY 8, 2023**

**TIME: 10:00 A.M., CST**

**RSVP:** Vendors planning to attend the Pre-Bid GoToMeeting Video Conference must RSVP to James Bocks, Senior Contracts Administrator, via fax 817-884-2629 or, if unable to fax, email to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com) by 5:00 p.m. CST, Tuesday, February 7, 2023. Confirmed receipt by Tarrant County of this email is required.

**Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.**

## ANNUAL CONTRACT FOR VENDING SERVICES

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR VENDING SERVICES**, for the **FACILITIES MANAGEMENT DEPARTMENT**. All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

**Original and One (1) Copy**  
OF  
**COMPLETED BID PROPOSALS**  
**MUST BE RECEIVED IN THE**  
**TARRANT COUNTY PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76196-0104**  
**ON OR BEFORE FEBRUARY 23, 2023, AT 2:00 P.M. CST**

**All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" Response to be returned on the form included in the section under Forms.**

**Any bid received after the date and/or hour set for bid opening will not be accepted. The Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization of the Bidder.** If bids are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendation of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of Tarrant County.

**No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:**

## ANNUAL CONTRACT FOR VENDING SERVICES

**JAMES BOCKS, SENIOR CONTRACTS ADMINISTRATOR**

**FAX: 817-884-2629**

**EMAIL: [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

All documents relating to the RFB, including but not limited to, the RFB document, questions and responses, addenda and special notices will be posted under the RFB number on the Tarrant County website and available for download by Bidders and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Bidder's sole responsibility to review this site and retrieve all related documents up to the RFB due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Thursday, February 9, 2023. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to JAMES BOCKS, SENIOR CONTRACTS ADMINISTRATOR, via fax at **817-884-2629** or, if unable to fax, emailed to:

**[BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

**Faxed Questions:** Faxed questions **must** reflect the RFB number **or** include the RFB cover page.

**Emailed Questions:** The email **must** include the RFB No. in its subject and confirmation of receipt by Tarrant County is **required**.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

**Invoices** shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to [SAP-invoices@tarrantcounty.com](mailto:SAP-invoices@tarrantcounty.com). In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

**Continuing non-performance** of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

## ANNUAL CONTRACT FOR VENDING SERVICES

Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids containing any inconsistencies.
2. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

**It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.

**CONFIDENTIALITY:** Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION."** Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder to determine the full extent of the exposures.

Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

## ANNUAL CONTRACT FOR VENDING SERVICES

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

<b>ANNUAL CONTRACT FOR VENDING SERVICES</b>
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**Prices** shall include all charges for freight, F.O.B. destination inside delivered to:

**VARIOUS LOCATIONS THROUGHOUT TARRANT COUNTY**

Hours of operation shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery date is important to Tarrant County and may be part of the bid and a factor in evaluation of each bid. Tarrant County considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by Tarrant County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. Failure of the Vendor to meet guaranteed delivery dates or service performance could affect future Tarrant County orders.

Tarrant County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If the order is given and the Vendor fails to furnish the materials by the guaranteed date, Tarrant County reserves the right to cancel the order without liability on its part.

A **packing list** must accompany each shipment and must include but is not limited, to the following:

1. Tarrant County Purchase Order Number
2. Name and address of Vendor
3. Name and address of receiving department
4. Description of material shipped, including item numbers, quantity, etc.



**ANNUAL CONTRACT FOR VENDING SERVICES**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twenty-four (24) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
  
2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for three (3) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
  
3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
  - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
  - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.
  - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

\_\_\_\_\_Yes    \_\_\_\_\_No

**ANNUAL CONTRACT FOR VENDING SERVICES**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.

A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the bid.**

\_\_\_\_\_Yes    \_\_\_\_\_No

- 1) If you, the Bidder, checked Yes, the following will apply:
  - a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
  - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
  - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
  - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

## ANNUAL CONTRACT FOR VENDING SERVICES

### Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO COMMUNITY COLL DISTRICT	64. CITY OF BASTROP	127. CITY OF FLORESVILLE
2. ALAMO HEIGHTS ISD	65. CITY OF BAYTOWN	128. CITY OF FLOYDADA
3. ALEDO ISD	66. CITY OF BEDFORD	129. CITY OF FOREST HILL
4. ALLEN ISD	67. CITY OF BELLMEAD	130. CITY OF FORNEY
5. ALVARADO ISD	68. CITY OF BELLS	131. CITY OF FORT WORTH
6. ALVORD ISD	69. CITY OF BENBROOK	132. CITY OF FRISCO
7. ANNA FIRE DEPARTMENT	70. CITY OF BIG SPRING	133. CITY OF FULSHEAR
8. ANDERSON COUNTY	71. CITY OF BLUE MOUND	134. CITY OF GAINESVILLE
9. ANDREWS COUNTY	72. CITY OF BONHAM	135. CITY OF GALENA PARK
10. ARANSAS COUNTY	73. CITY OF BOVINA	136. CITY OF GALVESTON
11. ARGYLE ISD	74. CITY OF BOWIE	137. CITY OF GANADO
12. ARLINGTON ISD	75. CITY OF BOYD	138. CITY OF GARLAND
13. ARMSTRONG COUNTY	76. CITY OF BRADY	139. CITY OF GATESVILLE
14. ASPERMONT ISD	77. CITY OF BRIDGE CITY	140. CITY OF GEORGETOWN
15. ATASCOSA COUNTY	78. CITY OF BRIDGEPORT	141. CITY OF GLEN HEIGHTS
16. AUBREY ISD	79. CITY OF BROWNWOOD	142. CITY OF GODLEY
17. AZLE ISD	80. CITY OF BRYAN	143. CITY OF GRANBURY
18. BAILEY COUNTY	81. CITY OF BUDA	144. CITY OF GRAND PRAIRIE
19. BASTROP COUNTY	82. CITY OF BURKBURNETT	145. CITY OF GRAND SALINE
20. BASTROP ISD	83. CITY OF BURLESON	146. CITY OF GRAPEVINE
21. BEAUMONT ISD	84. CITY OF CADDO MILLS	147. CITY OF GREENVILLE
22. BELL COUNTY	85. CITY OF CANTON	148. CITY OF GUN BARRELL CITY
23. BENBROOK WATER AUTHORITY	86. CITY OF CARROLLTON	149. CITY OF HALTOM CITY
24. BETHANY SPEC UTILITY DIST	87. CITY OF CASTLE HILLS	150. CITY OF HARLINGEN
25. BEXAR COUNTY	88. CITY OF CEDAR HILL	151. CITY OF HASLET
26. BEXAR COUNTY ESD No. 2	89. CITY OF CEDAR PARK	152. CITY OF HEATH
27. BIRDVILLE ISD	90. CITY OF CELESTE	153. CITY OF HEWITT
28. BLUE RIDGE FIRE DEPARTMENT	91. CITY OF CELINA	154. CITY OF HITCHCOCK
29. BOSSIER PARISH SHERIFF'S OFFICE	92. CITY OF CIBOLO	155. CITY OF HORIZON CITY
30. BOSQUE COUNTY	93. CITY OF CLEBURNE	156. CITY OF HUDSON OAKS
31. BRANCH FIRE DEPARTMENT	94. CITY OF COCKRELL HILL	157. CITY OF HUNTSVILLE
32. BRAZORIA COUNTY	95. CITY OF COLLEYVILLE	158. CITY OF HURST
33. BRAZOS COUNTY	96. CITY OF COLUMBUS	159. CITY OF HUTCHINS
34. BREWSTER COUNTY	97. CITY OF COLORADO CITY	160. CITY OF HUTTO
35. BRIAR VOLUNTEER FIRE DEPT.	98. CITY OF COMBINE	161. CITY OF INGLESIDE
36. BROOKS CNTY CNSTBLS. PRECS 1-4	99. CITY OF COMMERCE	162. CITY OF IRVING
37. BROWN COUNTY	100. CITY OF CONVERSE	163. CITY OF ITALY
38. BULVERDE POLICE DEPARTMENT	101. CITY OF COPPELL	164. CITY OF JACKSBORO
39. BURNET COUNTY	102. CITY OF COPPERAS COVE	165. CITY OF JACKSONVILLE
40. BYNUM ISD	103. CITY OF CORINTH	166. CITY OF JONESTOWN
41. CAMERON COUNTY	104. CITY OF CORSICANA	167. CITY OF JEFFERSON
42. CANTON ISD	105. CITY OF CROWLEY	168. CITY OF JUSTIN
43. CANYON ISD	106. CITY OF CUMBY	169. CITY OF KATY
44. CARROLL ISD	107. CITY OF DALWORTHINGTON GRDN	170. CITY OF KEENE
45. CARROLLTON-FARMERS BRANCH ISD	108. CITY OF DE LEON	171. CITY OF KELLER
46. CASTLEBERRY ISD	109. CITY OF DECATUR	172. CITY OF KENNEDALE
47. CEDAR HILL ISD	110. CITY OF DEER PARK	173. CITY OF KERMIT
48. CHAMBERS COUNTY	111. CITY OF DENISON	174. CITY OF KILLEEN
49. CHEROKEE COUNTY	112. CITY OF DENTON	175. CITY OF KINGSVILLE
50. CITY OF ALEDO	113. CITY OF DESOTO	176. CITY OF KRUM
51. CITY OF ALLEN	114. CITY OF DIBOLL	177. CITY OF KYLE
52. CITY OF ALVORD	115. CITY OF DUNCANVILLE	178. CITY OF LAFERIA
53. CITY OF AMARILLO	116. CITY OF EARLY	179. CITY OF LA GRULLA
54. CITY OF ANDREWS	117. CITY OF EASTLAND	180. CITY OF LA VERNIA
55. CITY OF ANGLETON	118. CITY OF EL PASO	181. CITY OF LAKE DALLAS
56. CITY OF ANNA	119. CITY OF ELECTRA	182. CITY OF LAKE WORTH
57. CITY OF ARLINGTON	120. CITY OF EMORY	183. CITY OF LANCASTER
58. CITY OF ATHENS	121. CITY OF ESCOBARES	184. CITY OF LAREDO
59. CITY OF AUBREY	122. CITY OF EULESS	185. CITY OF LEAGUE CITY
60. CITY OF AUSTIN	123. CITY OF EVERMAN	186. CITY OF LEANDER
61. CITY OF AZLE	124. CITY OF FARMERS BRANCH	187. CITY OF LEWISVILLE
62. CITY OF BALCH SPRINGS	125. CITY OF FARMERSVILLE	188. CITY OF LINDALE
63. CITY OF BANGS	126. CITY OF FERRIS	189. CITY OF LITTLE ELM

## ANNUAL CONTRACT FOR VENDING SERVICES

### Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

190.	CITY OF LITTLEFIELD	252.	CITY OF SOUR LAKE	314.	EASTLAND COUNTY
191.	CITY OF LIVE OAK	253.	CITY OF SOUTHLAKE	315.	ECTOR COUNTY
192.	CITY OF LUBBOCK	254.	CITY OF SOUTHMAYD	316.	ECTOR COUNTY ISD
193.	CITY OF LUCAS	255.	CITY OF SPRING VALLEY VILLAGE	317.	EDDY COUNTY, NM
194.	CITY OF LUFKIN	256.	CITY OF SPRINGTOWN	318.	EL PASO COUNTY
195.	CITY OF LUMBERTON	257.	CITY OF STEPHENVILLE	319.	EL PASO CNTY HOSP DIST DBA...
196.	CITY OF MANSFIELD	258.	CITY OF SULPHUR SPRINGS	320.	ELECTRA ISD
197.	CITY OF MARSHALL	259.	CITY OF TAFT	321.	ELLIS COUNTY
198.	CITY OF McALLEN	260.	CITY OF TAYLOR	322.	ERATH COUNTY
199.	CITY OF MCKINNEY	261.	CITY OF TEMPLE	323.	EVERMAN ISD
200.	CITY OF MELISSA	262.	CITY OF TERRELL	324.	FANNIN COUNTY
201.	CITY OF MERKEL	263.	CITY OF TEXARKANA, AR	325.	FARMERSVILLE ISD
202.	CITY OF MESQUITE	264.	CITY OF TEXARKANA, TX	326.	FLOYD COUNTY
203.	CITY OF MIDLAND	265.	CITY OF THE COLONY	327.	FORNEY ISD
204.	CITY OF MIDLOTHIAN	266.	CITY OF TYLER	328.	FORT BEND COUNTY
205.	CITY OF MINEOLA	267.	CITY OF UNIVERSAL CITY	329.	FORT BEND COUNTY ESD#2 & #7
206.	CITY OF MINERAL WELLS	268.	CITY OF UNIVERSITY PARK	330.	FORT WORTH HOUSING AUTHORITY
207.	CITY OF MORGAN'S POINT RESORT	269.	CITY OF VAN ALSTYNE	331.	FORT WORTH ISD
208.	CITY OF MURPHY	270.	CITY OF VENUS	332.	FORT WORTH TRANSP AUTHORITY
209.	CITY OF NACOGDOCHES	271.	CITY OF VERNON	333.	FRANKLIN COUNTY
210.	CITY OF NEDERLAND	272.	CITY OF WACO	334.	FREESTONE COUNTY
211.	CITY OF NEW BRAUNFELS	273.	CITY OF WATAUGA	335.	FRISCO ISD
212.	CITY OF NORTH RICHLAND HILLS	274.	CITY OF WAXAHACHIE	336.	GLASSCOCK COUNTY
213.	CITY OF ODESSA	275.	CITY OF WEATHERFORD	337.	GOLIAD COUNTY
214.	CITY OF OVILLA	276.	CITY OF WESTWORTH VILLAGE	338.	GONZALES COUNTY
215.	CITY OF PALESTINE	277.	CITY OF WHITE SETTLEMENT	339.	GRAND PRAIRIE ISD
216.	CITY OF PARKER	278.	CITY OF WHITESBORO	340.	GRANDVIEW POLICE DEPT.
217.	CITY OF PASADENA	279.	CITY OF WHITEWRIGHT	341.	GRAPEVINE\COLLEYVILLE ISD
218.	CITY OF PELICAN POINT	280.	CITY OF WILLS POINT	342.	GRAYSON COLLEGE
219.	CITY OF PERRYTON	281.	CITY OF WILMER	343.	GRAYSON COUNTY
220.	CITY OF PHARR	282.	CITY OF WINNSBORO	344.	GREENVILLE ISD
221.	CITY OF PLANO	283.	CITY OF WYLIE	345.	GREGG COUNTY
222.	CITY OF PORT ISABEL	284.	CLAY COUNTY	346.	GRIMES COUNTY
223.	CITY OF POTEET	285.	CLEAR CREEK ISD	347.	GUADALUPE COUNTY
224.	CITY OF POTTSBORO	286.	CLEBURNE ISD	348.	HARDIN COUNTY
225.	CITY OF PRINCETON	287.	COCHRAN COUNTY	349.	HARRIS-FORT BEND EMG Svcs Dist #100
226.	CITY OF QUINLAN	288.	COLLIN COUNTY	350.	HARRIS COUNTY
227.	CITY OF RALLS	289.	COLLIN COUNTY COMM COLL DIST.	351.	HARRIS CTY EMG Svcs DIST. #7 ETC
228.	CITY OF RED OAK	290.	COLORADO COUNTY	352.	HARRISON COUNTY
229.	CITY OF RHOME	291.	COMAL COUNTY	353.	HAWKINS ISD
230.	CITY OF RICHARDSON	292.	COMMUNITY HEALTHCORE	354.	HAYS COUNTY
231.	CITY OF RICHLAND HILLS	293.	COOKE COUNTY	355.	HEART OF TX REG MHMR CENTER
232.	CITY OF RIO GRANDE CITY	294.	COPPELL ISD	356.	HENDERSON COUNTY
233.	CITY OF RIVER OAKS	295.	CORYELL COUNTY	357.	HEREFORD ISD
234.	CITY OF ROANOKE	296.	COTTONDALE VOL FIRE DEPT	358.	HIGHLAND PARK ISD
235.	CITY OF ROBINSON	297.	CROWLEY ISD	359.	HILL COUNTY
236.	CITY OF ROCKWALL	298.	DALLAS COUNTY	360.	HOOD COUNTY
237.	CITY OF ROUND ROCK	299.	DALLAS CNTY UTIL & RECLAM. DIST.	361.	HOPKINS COUNTY
238.	CITY OF ROWLETT	300.	DFW INT'L AIRPORT BOARD	362.	HOUSING AUTH OF CITY OF AUSTIN
239.	CITY OF ROYSE CITY	301.	DALLAS ISD	363.	HUMBLE ISD
240.	CITY OF RUNAWAY BAY	302.	DAWSON COUNTY	364.	HUNT COUNTY
241.	CITY OF RUSK	303.	DECATUR ISD	365.	HURST EULESS BEDFORD ISD
242.	CITY OF SACHSE	304.	DENISON ISD	366.	HUTCHINSON COUNTY
243.	CITY OF SAGINAW	305.	DENTON COUNTY	367.	IDEA PUBLIC SCHOOLS
244.	CITY OF SAN ANGELO	306.	DENTON CNTY FWS DIST. # 1-A & #10	368.	IRVING ISD
245.	CITY OF SAN BENITO	307.	DENTON ISD	369.	JACK COUNTY
246.	CITY OF SAN MARCOS	308.	DeSOTO ISD	370.	JASPER COUNTY
247.	CITY OF SANGER	309.	DIANA SPECIAL UTILITY DISTRICT	371.	JEFFERSON COUNTY
248.	CITY OF SANSOM PARK	310.	DUNCANVILLE ISD	372.	JEFFERSON CNTY DRIN. DIST. #7
249.	CITY OF SEABROOK	311.	DUVAL COUNTY	373.	JIM WELLS COUNTY
250.	CITY OF SEAGOVILLE	312.	EAGLE MOUNTAIN-SAGINAW ISD	374.	JOHNSON COUNTY
251.	CITY OF SHERMAN	313.	EAST TEXAS COUNCIL OF GOVS.	375.	JOHNSON COUNTY SUD

# ANNUAL CONTRACT FOR VENDING SERVICES

## Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

376.	JOSHUA ISD	438.	PARKER COUNTY	500.	TOWN OF ARGYLE
377.	KARNES COUNTY	439.	PARKER CNTY EMG SERV DISTRICT 1	501.	TOWN OF BARTONVILLE
378.	KAUFMAN COUNTY	440.	PARMER COUNTY	502.	TOWN OF DOUBLE OAK
379.	KAUFMAN ISD	441.	PASADENA ISD	503.	TOWN OF EDGECLIFF VILLAGE
380.	KELLER ISD	442.	PLANO ISD	504.	TOWN OF FAIRVIEW
381.	KENNEDALE ISD	443.	POTTER COUNTY	505.	TOWN OF FLOWER MOUND
382.	KERENS ISD	444.	PUBLIC TRANSIT SVC OF MIN.WELLS	506.	TOWN OF HICKORY CREEK
383.	KINNEY COUNTY	445.	QUINLAN ISD	507.	TOWN OF HIGHLAND PARK
384.	KRUM ISD	446.	RAINS COUNTY ESD #1	508.	TOWN OF LAKESIDE
385.	LAKE DALLAS ISD	447.	RANCHO VIEJO POLICE DEPT.	509.	TOWN OF LITTLE ELM
386.	LAKE WORTH ISD	448.	RANDALL COUNTY	510.	TOWN OF NORTHLAKE
387.	LAMAR COUNTY	449.	RED OAK ISD	511.	TOWN OF PANTEGO
388.	LAMB COUNTY	450.	RED RIVER COUNTY	512.	TOWN OF PECOS CITY
389.	LAMPASAS COUNTY	451.	REFUGIO COUNTY	513.	TOWN OF PONDER
390.	LAVON POLICE DEPARTMENT	452.	REG 9 ED SVCE CENTER OF WICHITA	514.	TOWN OF PROSPER
391.	LEON COUNTY	453.	REGION 11 EDU SERVICE CENTER	515.	TOWN OF PROVIDENCE VILLAGE
392.	LEONARD ISD	454.	RICHARDSON ISD	516.	TOWN OF SUNNYVALE
393.	LEWISVILLE ISD	455.	ROBERTSON COUNTY	517.	TOWN OF TROPHY CLUB
394.	LIBERTY COUNTY	456.	ROCKWALL COUNTY	518.	TOWN OF WESTLAKE
395.	LIMESTONE COUNTY	457.	ROUND ROCK ISD	519.	TOWN OF WESTOVER HILLS
396.	LITTLE ELM ISD	458.	SAM RAYBURN ISD	520.	TRAVIS COUNTY
397.	LOVEJOY ISD	459.	SAN JACINTO COM COLL DIST.	521.	TRAVIS CNTY EMG SVCS DIST No.6
398.	LOWRY CROSSING VOL FIRE DEPT.	460.	SAN PATRICIO COUNTY	522.	TRAVIS CNTY HEALTHCARE DISTRICT
399.	LUBBOCK COUNTY	461.	SCHLEICHER COUNTY	523.	TRINITY RIVER AUTHORITY
400.	MANSFIELD ISD	462.	SEABROOK VOL FIRE DEPT.	524.	TYLER JUNIOR COLLEGE
401.	MAVERICK COUNTY	463.	SR. CYR RES &PUBLIC...HUNT CNTY	525.	U.S. MARSHALS SERVICE
402.	McKINNEY ISD	464.	SEVEN POINTS FIRE RESCUE	526.	UNIVERSITY OF NORTH TEXAS
403.	McLENNAN COUNTY	465.	SHERMAN ISD	527.	UNIV OF N. TX HEALTH SCIENCE CTR
404.	McLENNAN COMM. COLLEGE	466.	SMITH COUNTY	528.	UNIVERSITY OF TEXAS AT ARLINGTON
405.	MARILEE SPECIAL UTILITY DIST.	467.	SPRINGTOWN ISD	529.	UNIVERSITY OF TEXAS AT DALLAS
406.	MEDINA VALLEY ISD	468.	SOUTH MONTGOMERY FIRE DEPT	530.	UNIV OF TX MD AND. CANCER CTR
407.	MHMR OF TARRANT COUNTY	469.	SOUTH TEXAS COLLEGE	531.	UPPER TRINITY REG WATER DIST.
408.	MIDLAND COUNTY	470.	SPAN, INC.	532.	UPSHUR COUNTY
409.	MIDLAND ISD	471.	STARR COUNTY	533.	UPTON COUNTY
410.	MIDWAY ISD	472.	STEPHENS COUNTY	534.	VAL VERDE COUNTY
411.	MILAM COUNTY	473.	STERLING COUNTY	535.	VAN ALSTYNE ISD
412.	MILLS COUNTY	474.	STONEWALL COUNTY	536.	VAN ZANDT COUNTY
413.	MITCHELL COUNTY	475.	TARLETON STATE UNIVERSITY	537.	VERNON ISD
414.	MONAHANS WICKETT PYOTE ISD	476.	TARRANT APPRAISAL DISTRICT	538.	VICTORIA COUNTY
415.	MONTGOMERY COUNTY	477.	TARRANT CNTY 9-1-1 EMG ASS DIST	539.	WACO ISD
416.	MONTGOMERY CNTY ESC 10	478.	TARRANT COUNTY COLLEGE DIST.	540.	WALKER COUNTY
417.	MONTGOMERY CNTY HOSP DIST.	479.	TARRANT CTY EMG SVCS DISTRICT 1	541.	WALLER COUNTY
418.	MOUNT PLEASANT POLICE DEPT.	480.	TARRANT COUNTY HOSP DIST	542.	WARD COUNTY
419.	MOUNT VERNON POLICE DEPT.	481.	TARRANT CTY WORKFORCE DEV Bd	543.	WAXAHACHIE ISD
420.	NACOGDOCHES COUNTY	482.	TARRANT REGIONAL WATER DIST	544.	WEATHERFORD COLLEGE
421.	NAVARRO COUNTY	483.	TAYLOR COUNTY	545.	WEATHERFORD ISD
422.	NEVADA VOL. FIRE DEPT.	484.	TEMPLE COLLEGE	546.	WEBB CONSOLIDATED ISD
423.	NEW CANEY ISD	485.	TERRELL ISD	547.	WEST TEXAS A&M UNIVERSITY
424.	NOLAN COUNTY	486.	TEXARKANA ISD	548.	WESTMINSTER FIRE DEPT.
425.	NORMANGEE ISD	487.	TEXAS A&M UNIV AT COMMERCE	549.	WESTON VOLUNTEER FIRE DEPT
426.	NORTH CENTRAL TX CNCL OF GOVS	488.	TEXAS A&M UNIVERSITY-KINGSVILLE	550.	WHITE SETTLEMENT ISD
427.	NORTH TX MUNICIPAL WATER DIST	489.	TEXAS A& M UNIV.-TEXARKANA	551.	WILLIAMSON COUNTY
428.	NORTH TEXAS TOLLWAY AUTH	490.	TEXAS ALCOHOLIC BEVERAGE COMM.	552.	WILLIAMSON CNTY EMG SVCS DIST #3
429.	NORTHWEST ISD	491.	TEXAS DEPT. OF PARK/WILDLIFE	553.	WILSON COUNTY
430.	NUECES COUNTY	492.	TEXAS DEPT. OF PUBLIC SAFETY	554.	WINKLER COUNTY
431.	OCHILTREE COUNTY	493.	Tx TECH UNIV HEALTH SCI CTR EL PASO	555.	WINNSBORO HOUSING AUTHORITY
432.	OLTON POLICE DEPARTMENT	494.	TEXAS WOMAN'S UNIVERSITY	556.	WINNSBORO ISD
433.	ORANGE COUNTY	495.	THE WOODLANDS TOWNSHIP	557.	WISE COUNTY
434.	ORANGE CNTY DRAINAGE DIST	496.	TITUS COUNTY	558.	WOOD COUNTY
435.	PALO PINTO COUNTY	497.	TML MULTI/STL. INTERGOV....	559.	YMCA OF METROPOLITAN DALLAS
436.	PANOLA COUNTY	498.	TOM GREEN COUNTY	560.	YOUNG COUNTY
437.	PARADISE ISD	499.	TOWN OF ADDISON	561.	ZAPATA COUNTY

# ANNUAL CONTRACT FOR VENDING SERVICES

## SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

### 5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
- 1) Workers' Compensation/Employer's Liability
    - a. Worker's Compensation — statutory
    - b. Employer's Liability — \$500,000
  - 2) Commercial General Liability:
    - a. Bodily Injury/Personal Injury/Property Damage —  
\$1,000,000 per occurrence/\$2,000,000 aggregate
  - 3) Auto Liability:
    - a. Combined Single Limit (CSL) — \$500,000 per occurrence
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
  - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
  - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
  - 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
  - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
  - 6) If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

# ANNUAL CONTRACT FOR VENDING SERVICES

## SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

### 6. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for duration of the contract.

### 7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**  
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
  2. **Breach Notification**  
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
  3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.

## ANNUAL CONTRACT FOR VENDING SERVICES

### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**

Tarrant County reserves the right to audit vendor data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).



## ANNUAL CONTRACT FOR VENDING SERVICES

**Evaluation Criteria** will include, but is not limited to the following:

1. Unit Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with products bid
6. Special needs and requirements of Tarrant County
7. Results of testing samples (if needed)

**Quantities** indicated on the Price Forms are estimates based upon the best available information. Tarrant County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive - not restrictive -- and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the Vendor is bidding item specified. The Vendor will not be allowed to make unauthorized substitutions after award.

# ANNUAL CONTRACT FOR VENDING SERVICES

## TECHNICAL SPECIFICATIONS

### I. BACKGROUND

- A. This solicitation is a request for bid from qualified service providers to provide vending machine services for machines located in Tarrant County Facilities.
- B. Tarrant County currently has approximately one-hundred and thirty (130) vending machines, ten (10) microwave ovens, and six (6) condiment bars located in forty-two (42) different locations throughout Tarrant County. Annual sales for all Tarrant County locations are approximately \$578,700.00 total.
- C. Awards will be made to the lowest overall bidders. Lowest bid will be determined by the lowest overall bid after deducting the offered commission rates(s) from each item.

### II. GENERAL REQUIREMENTS

- A. Awarded vendors must provide services in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the services.
- B. Awarded vendors are solely responsible for all taxes, insurance, license, and other expenses required to perform services under this agreement.
- C. Awarded vendors are solely responsible for the payment of all applicable sales tax for sales of vended items under this agreement.

### III. VENDING MACHINE REQUIREMENTS

- A. Awarded vendors must provide beverage and food vending machines for use in Tarrant County break areas.
- B. Awarded vendors must provide vending machines that are in working order.
- C. Awarded vendor must provide vending machines that have wireless credit card readers to Tarrant County.
- D. Awarded vendors are solely responsible for the upkeep and repair of vending machines used at Tarrant County locations under this agreement. Awarded vendors must include all additional costs associated with vending machine maintenance in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for repair, parts for repair, machine replacement, service fees, fuel, delivery, and shipping.
- E. Awarded vendors are solely responsible for the cleaning of the interior and exterior of vending machines used at Tarrant County locations under this agreement. Awarded vendors must include all additional costs associated with vending machine cleaning in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for cleaning, supplies, service fees, fuel, delivery, and shipping.

## ANNUAL CONTRACT FOR VENDING SERVICES

- F. Awarded vendors must pull out machines from their typical operation location and clean the underside, top, and bottom of the machine as well as the floor where the unit is sitting. Awarded vendors must complete this service every six (6) months at a minimum. Awarded vendors must include all additional costs associated with vending machine and floor cleaning in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for cleaning, supplies, service fees, delivery, and shipping.
- G. Awarded vendors must notify Tarrant County before awarded vendors alter the number and location of vending machines located at Tarrant County. Awarded vendors must provide proposed machine changes thirty (30) days prior to the selection change. Tarrant County reserves the right to deny changes to the number and location of vending machines at its sole discretion.
- H. Awarded vendor must provide Tarrant County a set of operational manuals for each machine that is to be used at Tarrant County locations.
- I. Awarded vendor must list on each machine instructions on how to request a refund from the vendor when a customer experiences a machine malfunction. Awarded vendors are solely responsible for the distribution and cost of refunds to customers.

#### **IV. MICROWAVE OVEN EQUIPMENT REQUIREMENTS**

- A. Awarded vendors must provide electric microwave oven vending machines for use in Tarrant County break areas.
- B. Awarded vendors must provide electric microwave oven machines that are in working order.
- C. Awarded vendors are solely responsible for the upkeep and repair of electric microwave oven machines used at Tarrant County locations under this agreement. Awarded vendors must include all additional costs associated with electric microwave ovens maintenance in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for repair, parts for repair, machine replacement, service fees, fuel, delivery, and shipping.
- D. Awarded vendors are solely responsible for the cleaning of the interior and exterior of electric microwave oven machines used at Tarrant County locations under this agreement. Awarded vendors must include all additional costs associated with electric microwave oven machines cleaning in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for cleaning, supplies, service fees, fuel, delivery, and shipping.

#### **V. CONDIMENT BAR REQUIREMENTS**

- A. Awarded vendors must stock condiment bars for use in Tarrant County break areas.
- B. Awarded vendors must maintain adequate stock of the following items in condiment bar areas:
  - 1. Single use mustard packets

## ANNUAL CONTRACT FOR VENDING SERVICES

2. Single use mayonnaise packets
  3. Single use ketchup packets
  4. Single use salt packets
  5. Single use pepper packets
  6. Plastic spoons
  7. Plastic forks
  8. Plastic knives
  9. Napkins
- C. Awarded vendors are solely responsible for provision of condiment bar supplies under this agreement. Awarded vendors must include all additional costs associated with the provision of condiment bar supplies in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for stocking condiment bars, supplies, service fees, travel, fuel, delivery, and shipping.

### **VI. VENDED ITEMS REQUIREMENTS**

- A. Awarded vendors are solely responsible for provision of items for sale in vending machines under this agreement. Awarded vendors must include all additional costs associated with the provision of items for sale in unit pricing as indicated on the Proposal Price Form. Additional costs include, but is not limited to, labor for stocking machines, supplies, service fees, travel, fuel, delivery, and shipping.
- B. It is preferred that awarded vendors provide nationally advertised brands and products for sale in vending machines under this agreement.
- C. Awarded vendors must notify Tarrant County before awarded vendors alter the selection of offered items in vending machines located at Tarrant County. Awarded vendors must provide proposed items changes thirty (30) days prior to the selection change. Tarrant County reserves the right to deny changes to the selection of offered items at its sole discretion.
- D. Tarrant County reserves the right to discontinue sale of any item at Tarrant County locations at its sole discretion.

### **VII. REPORTING AND COMMISSION CHECK REQUIREMENTS**

- A. Awarded vendors must provide Tarrant County with a commission check each month. The amount of the commission check is to be calculated using the gross sales generated from vending machines for an item, less applicable sales tax, per the commission rate(s) awarded under this agreement.
- B. Awarded vendors must provide monthly commission checks no later than the 10th calendar day of each month.
- C. Awarded vendors must provide with monthly commission checks with a monthly sales report. The monthly sales report must include the following items at a minimum:

## ANNUAL CONTRACT FOR VENDING SERVICES

1. Sales of each item overall for Tarrant County
  2. Sales of each item by location
  3. Sales of each item by machine
- D. Tarrant County is currently receiving the following commission rates for the following items:
1. Candy, 1 - 3 Ounces - 28.30%
  2. Coffee Drink, 13 - 15 Ounces - 40.00%
  3. Energy Drink, 7 - 9 Ounces - 28.30%
  4. Energy Drink, 15 - 17 Ounces - 28.30%
  5. Entrée, Cold, 4 - 7 Ounces - 10.00%
  6. Entrée, Microwaveable, 4 - 7 Ounces - 10.00%
  7. Gum, 6 Sticks per Pack - 28.30%
  8. Ice Cream, 1 - 3 Ounces - 15.00%
  9. Milk, 12 - 14 Ounces - 10.00%
  10. Mints, 1 - 2 Ounces - 28.30%
  11. Nuts, 1 - 2 Ounces - 28.30%
  12. Pastries, 1 - 3 Ounces - 28.30%
  13. Pastries, 3 - 5 Ounces - 28.30%
  14. Popcorn, Microwaveable, 1 - 3 Ounces - 28.30%
  15. Snack, Chips, 1 - 3 Ounces - 28.30%
  16. Snack, Fruit, 1 - 3 Ounces - 28.30%
  17. Snack, Meat, 1 - 2 Ounces - 28.30%
  18. Snack, Mix, 1 - 3 Ounces - 28.30%
  19. Soft Drink, 12 Ounces - 28.30%
  20. Soft Drink, 16 Ounces - 28.30%
  21. Soft Drink, 18 Ounces - 28.30%
  22. Soft Drink, 20 Ounces - 28.30%
  23. Water, Mineral, 20 Ounces - 28.30%
  24. Water, Still, 20 Ounces - 28.30%

### **VIII. TRANSITION OF SERVICES REQUIREMENTS**

- A. Awarded vendors must coordinate with other vendors as well as Tarrant County during the transition from one vending services agreement to another. This applies to both outgoing awarded vendors as well as incoming awarded vendors.

## ANNUAL CONTRACT FOR VENDING SERVICES

- B. Awarded vendors must maintain prices and services originally awarded under this agreement for a period of sixty (60) calendar days after agreement expiration in the event they are not awarded on any subsequent agreement for vending services.
- C. Awarded vendors must have all needed vending machines and services installed and ready to use not later than sixty (60) calendar days after the start of the agreement term.
- D. Awarded vendors must take all needed steps and preparation to ensure service interruptions are kept to a minimum during the transition period between agreements.

### **IX. ADDING AND DELETING SERVICES, ITEMS, AND MACHINES REQUIREMENTS**

- A. Tarrant County reserves the right to add or delete services, items, and machines at its sole discretion. Tarrant County will request a written quotation from the awarded vendor for additional services. Awarded vendors shall submit, in writing, a fair and reasonable price for the requested new service, item, or machine based on current proposal prices submitted by the vendor for this bid. If it is determined the quote is excessive, Tarrant County reserves the right to request quotations from additional sources.

### **X. SUBCONTRACTING REQUIREMENTS**

- A. The intent of this contract is to award to vendors(s) who will be performing most of the scope of work with their own hired staff. There may be, on occasion, some portion of the work that will require the need to hire a sub-contractor to perform a portion of the work.
- B. Should sub-contracting be required, the awarded vendors must first obtain written approval of Tarrant County prior to any work being performed by a sub-contractor.
- C. Subcontractors must carry and maintain insurance coverages in accordance with those listed in this bid document.

### **XI. UNIT PRICE ADJUSTMENT REQUIREMENTS**

- A. Tarrant County and awarded vendors may request unit price adjustments for items awarded under this agreement. Price adjustment requests must only be made during the renewal of this agreement or after 180 days from the most recent award or renewal date of this agreement.
- B. Tarrant County and awarded vendors must submit price adjustment requests in writing at least 45 days before the adjustment effective date.
- C. Tarrant County and awarded vendors must submit documented proof of the need to make a price adjustment. Documentation examples include supplier invoices, published price catalogs and other related material.
- D. Bidders must submit documentation of how they determined the pricing of their bid submission that matches the types of documentation that they intend to submit when making price adjustment requests.

## ANNUAL CONTRACT FOR VENDING SERVICES

- E. Tarrant County and awarded vendors may make requests for additional information if the initial offered documentation is deemed insufficient.
- F. Tarrant County and awarded vendors cannot make a request that causes a price adjustment (up or down) of more than 5% of the current agreement unit price.
- G. All price adjustment requests must be approved in writing by the Tarrant County Purchasing Agent and the affected awarded vendor before they take effect.
- H. All approved price adjustments must be valid for 180 days after their effective date.



## TARRANT COUNTY

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.



Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  2. The goals should be reviewed and amended periodically.
  3. The program may apply to all County procurements including construction and professional services.
  4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

#### **IV. ADMINISTRATIVE GUIDELINES**

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
  - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

**510 Historically Underutilized Businesses Policy**  
*Adopted: Court Order 64788 (December 17, 1990)*  
*Amended: Court Order 69958 (December 7, 1993)*  
*Amended: Court Order 99651 (December 28, 2006)*  
*Amended: Court Order 127875 (June 19, 2018)*

**ANNUAL CONTRACT FOR VENDING SERVICES**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, Texas 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, Texas 76011  
(817) 640-0606

**IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH BID.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

**NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.**

# ANNUAL CONTRACT FOR VENDING SERVICES

## TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

**TARRANT TVORS**  
Vendor Online Registration System

The perfect mix of Cowboys and Culture!  
**TARRANT COUNTY**

100 E. Weatherford Street  
Ft. Worth, Texas 76106  
817-304-1111

Welcome to TVORS!

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

**Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.**

**Login to TVORS**

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

Keep me signed in on this computer unless I sign out.

**VENDOR LOGIN**

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

**FORGOT PASSWORD**

**Register with TVORS**

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.

To complete your TVORS registration, you will go through the following steps:

**STEP 1:** Enter company data

**STEP 2:** Enter commodity/service codes (NIGP)  
**Failure to select NIGP code(s), could result in improper bid notification or no notification at all.**

**STEP 3:** Enter user data (if applicable)

**STEP 4:** Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email [TVORS@TarrantCounty.com](mailto:TVORS@TarrantCounty.com).

To begin the registration process, please click the button below.

**VENDOR REGISTRATION**

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to [TVORS@Tarrantcounty.com](mailto:TVORS@Tarrantcounty.com) or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

**ANNUAL CONTRACT FOR VENDING SERVICES**

**REFERENCES**

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Vendor's ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply the required references will deem the bid as non-responsive and will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH BID!**

**ANNUAL CONTRACT FOR VENDING SERVICES**

**REFERENCES**

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH BID!**

# SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Tarrant County prior to the official opening of this RFB.

Vendor hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire bid.***

**Signature** \_\_\_\_\_ **X**

**Authorized Representative**

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Title of Authorized Representative

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**AFTER HOURS EMERGENCY CONTACT:**

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

Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!**





Did you sign and submit all  
required forms?  
If not, your Bid will be  
rejected!

**ANNUAL CONTRACT FOR VENDING SERVICES**

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

Unique Entity Identifier (UEI) Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

### VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

### **If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:**

#### **Vendor is NOT EXEMPT and Certifies as follows:**

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87<sup>th</sup> Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87<sup>th</sup> Legislature, S. B. 13) and means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87<sup>th</sup> Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

\_\_\_\_\_ Vendor is EXEMPT from Certification as set out above.

\_\_\_\_\_ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature \_\_\_\_\_ X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!**

## ANNUAL CONTRACT FOR VENDING SERVICES

### AFFIRMATIONS/FORMS/DOCUMENTS

✓ Check Indicates Completion	
	1. <b>References.</b> Bidder has provided references, <b>other than Tarrant County.</b> References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB.
	2. <b>Signatures.</b> All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. <b>Price Forms.</b> All sections of Price Forms have been completed.
	4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.
	5. <b>Insurance Certificates (If required).</b> Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	6. <b>Addenda.</b> When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	7. <b>It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.</b> Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. <b>Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder.</b> Tarrant County will not be responsible for errors made by the Bidder.
	10. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	11. Bidder has sealed and marked the envelope with the Company Name, RFB Number, RFB Title, and due date.

**THE ORIGINAL AND ONE (1) COPY OF THIS FORM SHOULD BE RETURNED WITH BID!**

# NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- The project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Please send your response to:

Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>1</b>	Candy, 1 - 3 Ounces	\$ _____ X	49,700 = \$ _____	_____	_____ %
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Kit Kat, Reeses PB Cups, Almond Joy, M&M's, Starburst, Baby Ruth, Skittles				
<b>2</b>	Coffee Drink, 13 - 15 Ounces	\$ _____ X	1,400 = \$ _____	_____	_____ %
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Starbuck's Doubleshot Espresso, Peet's Vanilla Creme Coffee, Dunkin Donuts Iced Coffee				
<b>3</b>	Energy Drink, 7 - 9 Ounces	\$ _____ X	1,300 = \$ _____	_____	_____ %
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Red Bull				
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
4	Energy Drink, 15 - 17 Ounces	\$ _____ X	6,300 = \$ _____	_____	_____ %
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Monster Energy, Xyience Energy				
5	Entrée, Cold, 4 - 7 Ounces	\$ _____ X	500 = \$ _____	_____	_____ %
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Sandwiches				
6	Entrée, Microwaveable, 4 - 7 Ounces	\$ _____ X	2,100 = \$ _____	_____	_____ %
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Jimmy Dean Biscuit, Hot Pocket, Jose Ole				
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					



**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>7</b>	Gum, 6 Sticks per Pack	\$ _____ X	900 = \$	_____	_____ %
Offered Brands and Products for this Item: _____ _____					
Example Brands and Products Currently Offered: Doublemint, Extra, Juicy Fruit					
<b>8</b>	Ice Cream, 1 - 3 Ounces	\$ _____ X	500 = \$	_____	_____ %
Offered Brands and Products for this Item: _____ _____					
Example Brands and Products Currently Offered: North Star					
<b>9</b>	Milk, 12 - 14 Ounces	\$ _____ X	200 = \$	_____	_____ %
Offered Brands and Products for this Item: _____ _____					
Example Brands and Products Currently Offered: Shamrock, Failand (Chocolate and Regular)					
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>10</b>	Mints, 1 - 2 Ounces	\$ _____ X	200 = \$ _____	_____	%
Offered Brands and Products for this Item: _____ _____					
Example Brands and Products Currently Offered: Lifesaver, Tic Tac					
<b>11</b>	Nuts, 1 - 2 Ounces	\$ _____ X	4,200 = \$ _____	_____	%
Offered Brands and Products for this Item: _____ _____					
Example Brands and Products Currently Offered: Wonderful Pistachios, Kars					
<b>12</b>	Pastries, 1 - 3 Ounces	\$ _____ X	39,300 = \$ _____	_____	%
Offered Brands and Products for this Item: _____ _____					
Example Brands and Products Currently Offered: Nurti Grain, Oreo, Nutter Butter, Famous Amos					
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>13</b>	Pastries, 3 - 5 Ounces	\$ _____ X	1,500	= \$ _____	_____ %
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Mr. Freshley, Pop Tarts, Barritas, Little Debbie					
<b>14</b>	Popcorn, Microwaveable, 1 - 3 Ounces	\$ _____ X	100	= \$ _____	_____ %
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Act II					
<b>15</b>	Snack, Chips, 1 - 3 Ounces	\$ _____ X	103,400	= \$ _____	_____ %
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Cheetos, Herrs, Lays, Cornuts, Bugles, Snyders, Doritos					
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>16</b>	Snack, Fruit, 1 - 3 Ounces	\$ _____ X	1,500 = \$	_____	%
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Funables, Black Forest					
<b>17</b>	Snack, Meat, 1 - 2 Ounces	\$ _____ X	3,800 = \$	_____	%
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Slim Jim, Trail's Best					
<b>18</b>	Snack, Mix, 1 - 3 Ounces	\$ _____ X	4,100 = \$	_____	%
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Kar's, Chex Mix, Gardetto's					
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>19</b>	Soft Drink, 12 Ounces	\$ _____ X	36,500 = \$ _____	_____	%
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Coke, Pepsi, Dr. Pepper, Squirt, Brisk Tea				
<b>20</b>	Soft Drink, 16 Ounces	\$ _____ X	3,400 = \$ _____	_____	%
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Snapple				
<b>21</b>	Soft Drink, 18 Ounces	\$ _____ X	300 = \$ _____	_____	%
	Offered Brands and Products for this Item: _____ _____				
	Example Brands and Products Currently Offered: Bai				
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

**ANNUAL CONTRACT FOR VENDING SERVICES**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE	TARRANT COUNTY COMMISSION RATE
<b>22</b>	Soft Drink, 20 Ounces	\$ _____ X	154,900 = \$	_____	_____ %
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Coke, Pepsi, Dr. Pepper, Squirt, Brisk Tea, Gatorade, Lipton					
<b>23</b>	Water, Mineral, 20 Ounces	\$ _____ X	500 = \$	_____	_____ %
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Topo Chico					
<b>24</b>	Water, Still, 20 Ounces	\$ _____ X	1,200 = \$	_____	_____ %
Offered Brands and Products for this Item: _____					
_____					
Example Brands and Products Currently Offered: Dasani					
<b>Bid Total (Total Extended Unit Pricing Only): \$ _____</b>					
<b>BIDDERS MUST BID ALL ITEMS</b>					
<b>ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>					

Please cut out and affix to the outside of your response package



**TARRANT COUNTY  
SEALED BID/PROPOSAL/RESPONSE**

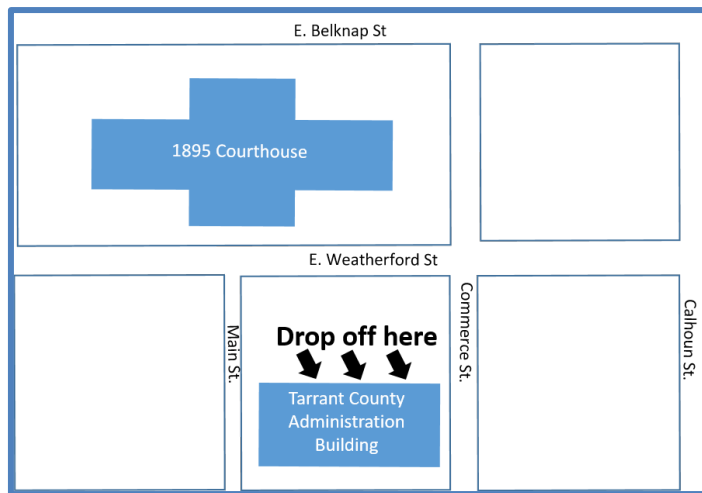
**RFB No. 2023-084**

**ANNUAL CONTRACT FOR VENDING SERVICES**

**Due Date: FEBRUARY 23, 2023, AT 2:00 P.M. CST**

Tarrant County Administration Building  
ATTN: Purchasing Department  
100 E. Weatherford St., Third Floor, Suite 303  
Fort Worth, Texas 76196-0104

Street  
View



Building  
View

