



**COLLIN COUNTY**

**Vending Services  
IFB No. 2018-172**

**Gina Zimmel, Buyer II  
Jack Hatchell Administration Building  
2300 Bloomdale Road, Ste. 3160  
McKinney, TX 75071**

**(P) 972-548-4119 (F) 972-548-4694  
gzimmel@collincountytx.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

**LEGAL NOTICE**

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, located at: 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071, until **2:00 P.M., May 31, 2018** for bids for **Vending Services, IFB No. 2018-172**. This will be a revenue generating contract. A **pre-bid meeting will be held on May 22, 2018 at 10:00 a.m. at Collin County Central Plant Conference Room, 4600 Community Blvd., McKinney, TX 75071**. Bidders shall use unit pricing. Contractor must deposit a \$5000.00 Bond/Cashiers check within ten (10) consecutive calendar days following award of contract. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, May 31, 2018, at 2:00 P.M.** by the Purchasing Agent, located at the Collin County Administration Building, Purchasing Department, 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



**ATTENTION: CLASSIFIEDS**  
**BILL TO: ACCOUNT NO 06100315-00**  
**COMMISSIONERS' COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, May 10, 2018** and **Thursday, May 17, 2018**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

**NEWSPAPER: Plano Star Courier**  
**DATE: May 8, 2018**  
**FAX: 972-529-1684**

# Collin County, Texas

## Bid Information

Bid Owner Gina Zimmel Buyer II  
Email gzimmel@co.collin.tx.us  
Phone  
Fax  
Bid Number 2018-172  
Title Vending Services  
Bid Type IFB  
Issue Date 05/08/2018  
Close Date 5/31/2018 02:00:00 PM (CT)

## Contact Information

Address 2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071  
Contact Gina Zimmel Buyer II  
Department Purchasing  
Building Admin. Building  
Floor/Room Ste.3160  
Telephone  
Fax  
Email gzimmel@co.collin.tx.us

## Ship to Information

Address  
Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

## Supplier Notes

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

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

## Bid Activities

Date	Name	Description
5/22/2018 10:00 AM (CT)	Pre-Bid Conference	Pre-Bid Conference: A pre-bid conference will be held 10:00 a.m., Tuesday, May 22, 2018 at the Collin County Facilities Central Plant, located at 4600 Community Avenue, McKinney, TX 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	General_Instructions_Bid.docx	General_Instructions_Bid

Header	Terms_of_Contract_Bid.docx	Terms_of_Contract_Bid
Header	Insurance_Requirements.docx	Insurance Requirements
Header	Special Conditions and Specifications.5.rtf	Special Conditions and Specifications
Header	Attachment A - Current Pricing.pdf	Attachment A - Current Pricing
Header	Attachment B - Sales estimate.2.pdf	Attachment B - Sales Estimate
Header	HB23_CIQ_-_Pur Rev 2018.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB89 Verification.docx	HB89/Chapter 2270 Verification
Header	W9_2014.pdf	W-9

### Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	W-9

### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	MACHINE INSTALLATION: Number of days to complete install		_____ (Required)

Line Items

#	Qty	UOM	Description	Response
1			VENDOR FEE: Commission to be Paid to County	_____ % (Required) No Price

Item Notes: See 4.15 of Special Conditions and Specifications regarding Commission payment information to the County.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

2	1	each	PRODUCT SAMPLING: COLD BOTTLE DRINKS - Water	\$ _____ (Required) Unit Price
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Item Notes: Water: 20 oz bottled water, industry standard and/or traditional size containers. Bidder shall include water in all cold drink machines in every location.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

3	1	each	PRODUCT SAMPLING: COLD BOTTLE DRINKS - 20 oz Flavored Water	\$ _____ (Required) Unit Price
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Item Notes: Assorted flavored waters - Example: Included but not limited to Propel, Vitamin Water, etc.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

4	1	each	PRODUCT SAMPLING: COLD BOTTLE DRINKS - 20 oz Sodas & Non-Carbonated Beverages	\$ _____ (Required) Unit Price
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Item Notes: Assorted sodas and non-carbonated beverages, diet and caffeine free drinks, water, tea and lemonade - 12 oz can for drinks other than water - Bottled water only. Example: Included but not limited to Coke, Sprite, Dr. Pepper, Pepsi, Mountain Dew, Fresca, Minute Maid, Nestea, etc.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

5	1	each	PRODUCT SAMPLING: COLD CAN DRINKS - 12 oz Sodas and Non-Carbonated Beverages	\$ _____ (Required) Unit Price
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Item Notes: Assorted sodas and non-carbonated beverages, diet and caffeine free drinks, water, tea and lemonade - 12 oz can for drinks other than water - Bottled water only. Example: Included but not limited to Coke, Sprite, Dr. Pepper, Pepsi, Mountain Dew, Fresca, Minute Maid, Nestea, etc.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

6 1 each PRODUCT SAMPLING: COLD CAN DRINKS - Juice, 12 oz can  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Juice, 12 oz: Assorted variety including but not limited to apple, orange, grape, cranberry and V-8.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

7 1 each PRODUCT SAMPLING: Chips, various 1 oz bag  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Chips 1 oz bags. Example: Including but not limited to Potato Chips, Cheetos, Corn Chips, and Nachos.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

8 1 each PRODUCT SAMPLING: Baked Chips, various 1 oz bag  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Baked Chips 1 oz bags. Example: Including but not limited to Potato Chips, Cheetos, Corn Chips, and Nachos.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

9 1 each PRODUCT SAMPLING: Vanilla Wafers  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Vanilla Wafers, 2 oz bag, various brands

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

10 1 each PRODUCT SAMPLING: Candy Bars, various brands  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Candy Bars, various brands. Example: Including, but not limited to, traditional portions of a variety of brands such as Snickers, Mr. Goodbar, Twix, Almond Joy, Milky Way, 3-Musketeers, Baby Ruth, Nestle Crunch, Sugar Babies, Tootsie Rolls, Skittles, M&M Plain, M&M Peanut, etc.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

11 1 each PRODUCT SAMPLING: Vanilla Mini Cookies  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Grandmas Vanilla Mini Cookies, 2.12 oz pkg, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_

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12 1 each PRODUCT SAMPLING: Shortbread Cookies \$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Lorna Doone Shortbread Cookies, 1.5 oz pkg, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

13 1 each PRODUCT SAMPLING: Lemon Cookies \$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Austin Lemon Ohs, 1.8 oz pkg, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

14 1 each PRODUCT SAMPLING: Chocolate Chip Cookies \$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Famous Amos Cookies, Chocolate Chip, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

15 1 each PRODUCT SAMPLING: Tiny Twist Pretzels \$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Rold Gold Tiny Twist Pretzels, 1 oz (28.3G), or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

16 1 each PRODUCT SAMPLING: Homestyle Chocolate Chip Cookies \$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Grandmas Homestyle chocolate Chip Cookies, 2 per pkg, 2-3/4 oz bag, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

17 1 each PRODUCT SAMPLING: Nutri Grain Bar \$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Kellogg Nutri Grain Bar, Apple, Strawberry, Blueberry, Cherry, 1.3 oz pkg, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

18 1 each PRODUCT SAMPLING: Crackers - Peanut Butter  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Peanut Butter Sandwich Crackers, 6 per pkg, 1.46 oz, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

19 1 each PRODUCT SAMPLING: COLD FOOD - Yogurt - minimum 6 oz container  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Yogurt, minimum 6 oz container various flavors, various fat and sugar contents, various brands.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

20 1 each PRODUCT SAMPLING: COLD FOOD - Chicken Salad Sandwich  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

21 1 each PRODUCT SAMPLING: COLD FOOD - Tuna Salad Sandwich  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

22 1 each PRODUCT SAMPLING: COLD FOOD - Ham and Cheese Sandwich  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

23 1 each PRODUCT SAMPLING: COLD FOOD - Shaved Roast Beef Sandwich  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

24 1 each PRODUCT SAMPLING: COLD FOOD - Shaved Turkey Sandwich  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_



25 1 each PRODUCT SAMPLING: COLD FOOD - Pimiento Cheese Sandwich  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

26 1 each PRODUCT SAMPLING: COLD FOOD - Breakfast Croissant  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

27 1 each PRODUCT SAMPLING: MICROWAVEABLE SNACK ITEM - Popcorn  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

28 1 each PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - 8 oz. Pizza  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

29 1 each PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Sausage Biscuits  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

30 1 each PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Hot Pockets  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Hot Pockets, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

31 1 each PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - BBQ Beef  
\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Deli Express, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

32 1 each PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Steak Sandwich

\$ \_\_\_\_\_  
(Required)  
Unit Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

33 1 each PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Hot Dog

\$ \_\_\_\_\_  
(Required)  
Unit Price

Item Notes: Oscar Mayer regular hot dog, or Collin County approved equal.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountvtx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Bidder shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

## 2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall

be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.



2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County, County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

### **3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

#### 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 AUTHORIZATION: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for **IFB 2018-172, Vending Services**. Collin County reserves the right to award this bid in the best interest of the County.

4.2 PURPOSE: The intended purpose for this Invitation for Bid is to describe Vending Services needed by Collin County. Collin County has determined the use of the designated premises will not interfere with the proper use of the Courthouse and/or other various County facilities and that a vending service is necessary for the convenience of those transacting business in the Courthouse and/or other various County facilities. Successful bidder agrees to furnish any and/or all equipment, fixtures, etc. necessary for the operation of a vending service for Collin County facilities.

4.3 PRE-BID CONFERENCE: A pre-bid conference will be held at **10:00 a.m., May 22, 2018** at the Collin County Central Plant, located at 4600 Community Ave., McKinney, TX 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 TERM: Provide for a term contract commencing on October 1, 2018, and continuing through and including September 30, 2019, with the option of two (2) one (1) year renewals.

4.4.1 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, and twenty-four (24) month anniversary dates of the contract. The anniversary date for this contract will be October 1<sup>st</sup> of each year. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates; Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A; Insurance Coverage Rates; etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.5 FUNDING: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation 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 Collin County fiscal year shall be subject to budget approval.

4.6 BOND/CASHIERS CHECK: Within ten (10) days after notification of award and prior to the installation of any machines on Collin County's designated premises, the successful bidder shall deposit with Collin County the sum of Five thousand (\$5,000.00) dollars in cash, cashiers check or surety bond made out to Collin County, out of which sum Collin County may either during or at the end of the term of this contract replace or repair to the satisfaction of Collin County, any equipment and/or building damaged and to pay any fees that may be in arrears.

Bond shall be issued by a surety company authorized to do business in the State of Texas. Successful bidder will, upon demand, replace and repay into such deposit any amount paid there from during the term of this contract by Collin County for such purposes and shall maintain the total amount intact at all times. Failure of the successful bidder to maintain the security deposit will be a breach of this contract. Such deposit, or unused portion thereof, will be returned to successful bidder after this contract expires or is terminated and proper replacement or repair cost and fees have been deducted.

- 4.7 DELIVERY AND SCHEDULING TIME: The successful bidder shall be required to schedule installation of the machines to coincide with the scheduled removal of the current provider's vending machines within 30 days of being awarded. Collin County anticipates that the successful bidder shall install machines within 30 days of award and provide uninterrupted services if at all possible. Bidder shall state in the space provided on the bid form the number of days required after receipt of order (ARO) to install machines at the County's designated locations.
- 4.8 SERVICING TIME: All machine locations listed as "PRIORITY" are used twenty-four (24) hours per day, seven (7) days per week and shall be serviced a minimum of three (3) days per business week (Monday through Friday, 8am to 5pm), AND as necessary to maintain proper stocking of machines. All other machines shall be serviced weekly or as necessary to maintain machines and to stock sufficient product during standard business hours (Monday through Friday 8am to 5pm). Collin County reserves the right to increase or decrease the number of days for servicing based on usage at each location. Successful bidder shall be on call at all times during operation of vending services, with a response time of not more than four (4) hours to Service and/or repair breakdown of machines. Bidder shall state approximate time of day for servicing the machines in the space provided. Successful bidder shall check in with designated contact at each location each time machines are serviced. A list of designated contacts will be provided to successful bidder upon award.
- 4.9 INSTALLATION, MACHINE LOCATION AND MACHINE REQUIREMENTS: Vending locations and/or machine requirements listed herein are to be considered MINIMUM. Collin County may add or relocate offices in the future and it is anticipated that machines will be added and deleted from various buildings. Collin County may require successful bidder to equip additional vending locations not specified in this IFB. Additional vending machines or vending machine types may also be required and installed at locations listed herein. Collin County reserves the right to add or delete machines required as it deems to be in the best interest of the County without change in the percentage of commissions to be paid to the County. All terms, conditions and fees contained in this bid shall apply.

Collin County 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. All machines shall be current models and in good working condition. If machine cannot be maintained in operational order or if constantly in need of repair, machine shall be replaced. No old, outdated or obsolete machines shall be used in any areas. Machines with dents, cracks, paint chips, etc. shall not be acceptable. Successful bidder shall repair or replace such equipment at their expense and there will be no fee to Collin County.

When requesting placement of new vending machines or the removal of existing machines, Collin County will send a request in writing to successful bidder. This request will include the type of machine, location of installation, and the account to which the vending fees for that machine shall be paid.

The vendor may ask Collin County for permission to add or remove machines from the locations specified. For each request, Vendor must provide supporting information and justification for the change. County will then decide whether to grant permission or deny the request. Vendor must adhere to the decision of the County.

- 4.10 UTILITIES AND OTHER CONSIDERATIONS: Collin County will provide water service, electricity, lighting, heating and air conditioning to designated premises, but without liability on Collin County's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. Successful bidder agrees that in the use of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities. No service herein enumerated shall include janitorial service.
- 4.11 CONTRACT LIEN: Upon award successful bidder gives and grants to Collin County a special contract lien upon and against all fixtures, furniture, goods, materials and other property of successful bidder placed in or upon the Collin County designated premises. Such special contract lien may be enforced by Collin County in any manner in which it might lawfully have enforced a chattel mortgage lien, and such lien shall secure the payment of every sum hereby bid by successful bidder to be paid to Collin County.

Successful bidder shall not permit any mechanics, technicians or contractor's lien to attach to the designated premises or to improvements. No person (including the successful bidder) placing trade fixtures upon leased premises shall have any right to remove the same except under such circumstances outlined by the provisions of this contract.

- 4.12 SIGNS/ADVERTISEMENT: Successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Collin County's designated premises.
- 4.13 ADDITIONAL PROVISIONS: Except for utilities, successful bidder shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at such designated premises, or of any person employed or claiming to have been employed by the successful bidder.

4.13.1 Prices shall be plainly posted on each vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.

4.13.2 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.

4.13.3 Successful bidder accepts full responsibility for the installation and efficient operation of all equipment used.

4.13.4 Successful bidder shall not employ any person or persons in or about any Collin County facility who shall use inappropriate language or act in an unprofessional manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.

4.13.5 Successful bidder's employees shall at all times be polite and courteous in their dealing with patrons of Collin County.

4.13.6 Successful bidder shall provide adequate resources and personnel to properly service and stock vending machines. Collin County anticipates that the successful bidder will employ an organized and documented merchandising plan for servicing all Collin County locations to ensure minimal disruption in service including issues such as stock-outs and products that are not up to industry standard such as products left in the machine past the expiration date.

4.13.7 Successful bidder shall provide a means for Collin County patrons to receive refunds for faulty working machines and any products that are not up to standard. The means of refunds must be immediate and available at the same location where the product was purchased or funds were lost. Instructions must be placed on each machine that detail how to report malfunctions, and how to request refunds.

4.13.8 Once awarded the contract, a mandatory background check performed by Collin County will be required for all persons who will be coming onsite to service vending machines in the County buildings.

4.13.9 The prices for all vended items as specified herein are to be considered firm for this period. All revisions to the prices stated herein after contract award, or in prices to be established for additional items or services recommended by the Contractor shall be subject to the approval of the County. No cost or price may be increased or decreased without prior written approval by the County, and subject to backup data presented and consistency of such charges in force at all locations.

4.14 EVALUATION AND AWARD: This bid will be evaluated by adding the total of Product Sampling food items listed (Line items 2 - 33) multiplied by the Commission to be paid to Collin County (Line item 1). Collin County reserves the right to award this bid in the best interest of the County. See Attachment A for a partial listing of current pricing for Collin County products.

4.15 VENDING SERVICES FEE/COMMISSION: The successful bidder shall pay Collin County, without demand, a percentage of gross sales, (excluding Texas State Sales Tax) which will be calculated as a percentage of gross sales from all current and/or future locations and installations. The exact percentage of sales will be stated on the bid form in the space provided. See Attachment B for estimated gross sales.



4.15.1 Successful bidder shall remit payment on or before the twentieth (20<sup>th</sup>) day of each month for the preceding calendar month with the exception of September's payment. September's payment shall be made on or before the tenth (10<sup>th</sup>) day of October.

4.15.2 Payment shall be sent to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, TX 75071.

4.15.3 Successful bidder shall furnish to Collin County any and/or all reports (including sales reports) that the County may require. Successful bidder agrees that Collin County has the right to audit or examine successful bidder's books and/or other records pertaining to this contract at any reasonable time.

4.15.4 Contractor is to provide services by company employees only. Sub-contractors are not acceptable, unless prior approval is granted in writing by Collin County.

Subcontractors – Contractor shall state names of all subcontractors and the type of work they will be performing. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.16 GENERAL REQUIREMENT: All machines must have Credit Card Reader capability in addition to a bill/coin acceptor. Anticipated machines and/or equipment type to be deployed and serviced are:

- a.) Cold can and/or bottle beverage machine
- b.) Snack machine
- c.) Healthy combo machine
- d.) Cold food machine
- e.) Microwave with attached cabinet

4.16.1 Cold beverage machines should include a variety of carbonated beverages and an assortment of 100% fruit juices as well as water. The beverages should include both traditional and diet sodas with a caffeine free option.

4.16.2 The snack machine should include a variety of bagged snacks such as cookies, crackers, candy and pastries. The proposed selections should emphasize a wide variety of items and brands including some of the generally recognized healthy snack food choices such as those items with less than 30% fat content.

4.16.3 Healthy combo machine should include a variety of baked chips, Quaker bars, fresh juices, and flavored waters.

4.16.4 The cold food machine should include a variety of sandwiches, salads, fruit juices, milk and other healthy food choices. Variety to include low fat sandwiches, sandwiches on whole grain breads, low fat cold cuts, traditional and low fat yogurt and other similar food items traditionally recognized as healthy food choices. A general product list should include a variety of selections such as cold sandwich wedges, microwave sandwiches, and other similar items included but not limited to items in the list below:

Cold Sandwich Wedges:

Ham and Cheese	Chicken Salad
Shaved Roast Beef	Tuna Salad
Shaved Ham and Mustard	Ham Salad
Shaved Turkey	
Pimento Cheese Spread	

Microwave Sandwiches:

Bacon Cheeseburger	Burritos
Roast Beef on Onion Roll	Hamburger
Ham and Cheese on Onion Roll	Steak Sandwich
Sub Sandwich	Chopped BBQ
Chili Dogs	Breakfast Croissant
Poor Boy	Chicken Fried Steak
Sausage, Egg & Cheese on Toast	Hot Pockets
Pizza	Sausage and Biscuits

Plates Entrees and Other Items:

Pancakes & Smokies	French Toast/Sausage
Chicken Nuggets Plate	Muffins
Garden Salad	Milk (Various)
Baked Potato Plate	Juice (various)
Beans and Cornbread	Ham, Egg and Cheese
Bacon Egg and Cheese	Yogurt
Sausage Egg and Cheese	

4.16.5 Some locations with cold food machines require microwave ovens with a cabinet or storage compartment for the supplies. These units must include all plastic ware, napkins and similar supplies required to serve the microwavable items from the cold food category.

4.17 VENDING LOCATIONS: Locations with a “PRIORITY” designation must be stocked twenty-four (24) hours per day, seven (7) days per week. Collin County reserves the right to add or delete locations as it becomes necessary or deems to be in the County’s best interest without change in the percentage of commissions to be paid to the County. The locations are:

- 1.) COURTHOUSE  
2100 Bloomdale Road  
McKinney, TX 75071
  - Bottle cold beverage machine (3)
  - Snack machine (1)
  - Healthy combo machine (1)
  
- 2.) ADMINISTRATION  
2300 Bloomdale Road  
McKinney, TX 75071
  - Bottle cold beverage machine (1)
  - Snack machine (1)
  
- 3.) ADULT DETENTION CENTER (JAIL STAFF AREA) **\*\*PRIORITY\*\***  
4300 Community Ave.  
McKinney, TX 75071
  - Bottle cold beverage machine (2)
  - Snack machine (1)
  - Cold food machine (1)
  - Microwave with attached cabinet (2)
  
- 4.) SHERIFF’S ADMINISTRATION **\*\*PRIORITY\*\***  
4300 Community Ave.  
McKinney, Texas 75071
  - Bottle cold beverage machine (1)
  - Snack machine (1)
  
- 5.) FACILITIES CENTRAL PLANT **\*\*PRIORITY\*\***  
4600 Community Ave.  
McKinney, Texas 75071
  - Bottle cold beverage machine (1)
  - Snack machine (1)

- 6.) FIRE MARSHALL  
4690 Community Ave.  
McKinney, Texas 75071
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 7.) JUVENILE PROBATION-McKinney/JJAEP **\*\*PRIORITY\*\***  
4690 Community Ave.  
McKinney, Texas 75071
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 8.) JUVENILE DETENTION **\*\*PRIORITY\*\***  
4700 Community Ave.  
McKinney, Texas 75071
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 9.) ANIMAL CONTROL FACILITY  
4750 Community Ave.  
McKinney, Texas 75071
- Bottle cold beverage machine (2)
  - Snack machine (1)
  - Food machine (1)
- 10.) MINIMUM SECURITY **\*\*PRIORITY\*\***  
4800 Community Ave.  
McKinney, Texas 75071
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 11.) PUBLIC WORKS/EQUIPMENT SERVICES  
700 Wilmeth Rd.  
McKinney, Texas 75069
- Bottle cold beverage machine (1)
  - Snack machine (1)

- 12.) RED BARN  
700 Wilmeth Rd.  
McKinney, Texas 75069
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 13.) MEYERS PARK & EVENT CENTER  
7117 Co Road 166  
McKinney, Texas 75071
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 14.) HEALTHCARE  
825 N. McDonald St.  
McKinney, TX 75069
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 15.) JUVENILE PROBATION - Plano  
900 E. Park  
Plano, Texas 75074
- Bottle cold beverage machine (1)
- 16.) ADULT PROBATION - Plano  
920 E. Park  
Plano, Texas 75074
- Bottle cold beverage machine (1)
  - Snack machine (1)
- 17.) WIC - Plano  
920 E. Park  
Plano, Texas 75074
- Bottle cold beverage machine (1)
  - Snack machine (1)

18.) MUNICIPAL COURT - Plano  
920 E. Park  
Plano, Texas 75074

- Bottle cold beverage machine (2)
- Snack machine (1)

19.) FRISCO  
8585 John Wesley Dr.  
Frisco, Texas 75034

- Bottle cold beverage machine (1)
- Snack machine (1)

## **ATTACHMENT A**

### **Current Pricing for Collin County Products**

<b>Product</b>	<b>Price</b>
20 oz. Bottles	\$ 1.50
12 oz. Cans	\$ 0.65
1 oz. Chips	\$ 0.60
Candy	\$ 0.90
Cookies	\$ 0.80
Sandwiches	\$ 3.00
Gum	\$ 0.60

## ATTACHMENT B

### Estimated Gross Sales

#### Location

ADMINISTRATION	\$	3,570.00
ADULT DETENTION CENTER (JAIL STAFF AREA)	\$	21,900.00
ADULT PROBATION (PLANO)	\$	770.00
ANIMAL CONTROL FACILITY	\$	5,580.00
COURTHOUSE	\$	23,300.00
FACILITIES CENTRAL PLANT	\$	2,100.00
FIRE MARSHALL	\$	900.00
HEALTHCARE	\$	1,500.00
JUVENILE DETENTION	\$	3,330.00
JUVENILE PROBATION (MCKINNEY) JJAEP	\$	380.00
JUVENILE PROBATION (PLANO)	\$	210.00
MEYERS PARK & EVENT CENTER	\$	2,000.00
MINIMUM SECURITY	\$	1,260.00
MUNICIPAL COURT (PLANO)	\$	1,920.00
PUBLIC WORKS/EQUIPMENT SERVICES	\$	4,300.00
RED BARN	\$	1,920.00
SHERIFF'S ADMINISTRATION	\$	4,770.00
WIC (PLANO)	\$	660.00
12 month estimate only	\$	80,370.00

The expected location in Frisco is not added into the estimate.



## **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: [http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Facilities:

Dan James - Director of Facilities

Laszlo Vadasz – Facilities Superintendent

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Asst. Purchasing Agent

Gina Zimmer – Buyer II

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

John Thomas – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

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

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## CHAPTER 2270 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(PRINT NAME)

\_\_\_\_\_  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
TITLE

