

## CAFETERIA SERVICES AGREEMENT

THIS AGREEMENT is made as of JANUARY 22, 2020 by and between Collin County, a political subdivision of the State of Texas, with offices located at 2300 Bloomdale, McKinney, TX 75071 ("County") and The Vitasek Investment Company, Inc. d/b/a Collin County Courthouse Cafe a Texas corporation, with principal offices at 4717 Durham Dr., Plano, Texas 75093 ("Firm")

WHEREAS, County desires to avail itself of Firm's cafeteria services; and

WHEREAS, Firm desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto, intending to be legally bound hereby, agree as follows.

### 1. Scope of Services

1.1 County grants to Firm, as an independent contractor, the exclusive right to provide and manage the County's cafeteria program, herein after referred to as "Services," to include management of the cafeteria located at 2100 Bloomdale, McKinney, TX 75071. Firm shall render the Services within the facility including, but not limited to, the food preparation, serving, dining and storage areas designated for the Cafeteria program, all as more specifically described in the following: Exhibit A - Firm Responsibilities, Exhibit B - County Responsibilities, Exhibit C - Commission and Fees, Exhibit D - County provided equipment, Exhibit E - Insurance, Exhibit F - Collin County Request for Proposal, RFP No. 2019-327, and Exhibit G - Firm's response to Collin County Request for Proposal, RFP No. 2019-327.

### 2. Commencement and Termination

2.1 The agreement shall become effective on the date of execution by both parties and shall remain in force until December 31, 2020, unless sooner terminated as herein provided. It may thereafter be renewed upon written agreement of the Parties for up to four (4) additional one-year terms.

2.2 The parties agree that either party shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to either party.

2.3 Regardless of which party initiates termination, County shall be entitled to compensation for any and all services completed in accordance with the provisions of this Agreement prior to termination.

2.4 County reserves the right to terminate the Agreement immediately in the event the Firm fails to perform in accordance with the provisions of this Agreement.

2.5 Upon termination or expiration of this Agreement, Firm shall, as soon thereafter as is feasible, but in no later than fifteen (15) days after the effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Firm, remove its equipment (if applicable) and return the Facilities to County, together with all the equipment furnished by County pursuant to this Agreement, in the same condition as when originally made available to Firm, excepting reasonable wear and tear, fire and other casualty loss. If Firm has not removed its equipment (if applicable) within (15) fifteen days County reserves the right to charge a storage fee of ten dollars (\$10.00) per day until the equipment has been retrieved.

2.6 At the termination of this Agreement, if requested by Firm and agreed to by County, County may either purchase directly or cause Firm's successor to purchase Firm's usable inventory of food and supplies. The purchase price for such food and/or supplies should be at Firm's cost.

### 3 Firm Responsibilities

3.1 Pursuant to the provisions of this Agreement, Firm shall operate and manage its Services hereunder at such locations as agreed upon and maintain its Services with appropriate merchandise of good quality at reasonable prices, which shall be approved by County.

3.2 Firm shall comply with all federal, state and local laws and regulations governing the preparation, handling and serving of foods. Firm shall procure and keep in effect all licenses and permits required by law and shall post such permits as required by law. Firm shall comply with applicable federal, state and local laws and regulations pertaining to wages and hours of employment.

3.3 Firm shall hire all employees necessary for the performance of this Agreement.

3.4 Firm shall provide all services in Exhibit A.

### 4 County Responsibilities

County shall provide Firm with the space reasonable necessary for the operation of the Services and shall furnish items listed in Exhibit D.

### 5 Financial Arrangements

The financial arrangements of this Agreement are set forth in Exhibit C.

### 6 Insurance

Firm agrees to meet all insurance requirements as set forth on Exhibit E, which is attached hereto and thereby made a part of this Agreement.

7 Indemnity

7.1 The Firm agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Firm's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Firm, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Firm is legally liable

7.2 In claims against any person or entity indemnified under this Section 7.1 by an employee of the Firm, anyone directly or indirectly employed by the Firm or anyone for whose acts the Firm may be liable, the indemnification obligation under this Section 7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Firm under workers' compensation acts, disability benefit acts or other employee benefit acts

8 Independent Contractor

In the performance of services hereunder, the Firm shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County

9 Assignment and Subletting

The Firm agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Firm further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Firm from its full obligations to the County as provided by this Agreement

10 Audits and Records

The Firm agrees that at any time during normal business hours, and as often as County may deem necessary, Firm shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements

## 11 Complete Contract

11.1 This Agreement, including the exhibits hereto lettered "A" through "G", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Firm.

11.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Firm by law with respect to the Firm's duties, obligations, and performance hereunder. The Firm's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Firm acknowledges that the County is relying upon the Firm's skill and experience in performing the services pursuant to this Agreement.

## 12 Mailing of Notices

Unless instructed otherwise in writing, Firm agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County  
Attn: Bill Bilyeu  
2300 Bloomdale Rd, Ste 4192  
McKinney, TX 75071

Collin County Purchasing  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071

County agrees that all notices or communications to Firm permitted or required under this Agreement shall be addressed to Firm at the following address:

The Vitasek Leasing Company, Inc  
d/b/a Collin County Courthouse Cafe  
PO Box 866877  
Plano, Texas 75086

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

## 13 Miscellaneous

### 13.1 Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement

### 13.2 Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party

### 13.3 Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas

### 13.4 Parties Bound

County and Firm, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement

### 13.5 Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect

### 13.6 Effective Date

This Agreement shall be effective from and after execution by both parties hereto

### 13.7 Term of Agreement

The agreement shall become effective on the date of execution by both parties and shall remain in force until December 31, 2020, unless sooner terminated as herein provided. It may thereafter be renewed upon written agreement of the Parties for up to four (4) additional one-year terms

### 13.8 Observe and Comply

Firm shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and


regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

13.9 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.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

Date: 1/22/2020

COLLIN COUNTY, TEXAS  
By:   
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
Court Order No. \_\_\_\_\_

Date: Jan 22, 2020

THE VITASEK LEASING COMPANY, INC.  
d/b/a COLLIN COUNTY COURTHOUSE CAFE  
By:   
STEPHEN E. VITASEK  
Print Name

Handwritten text, possibly a signature or name, written in blue ink.

Handwritten text, possibly a signature or name, written in blue ink.



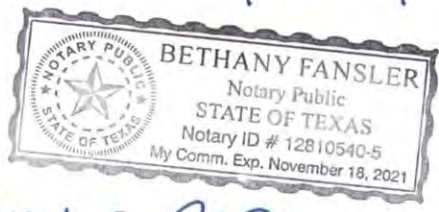
ACKNOWLEDGMENT

STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, Bethany Fansler on this day personally appeared Stephen Vitasek, of Vitasek Leasing Co., a Texas Corporation, known to me (or proved to me on the oath of personal know or through Texas Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of January, 2020.

Bethany Fansler  
Notary Public, State of Texas  
Bethany Fansler  
Printed Name



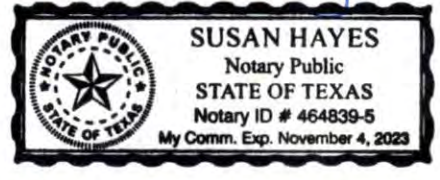
My Commission expires on the 18 day of November, 2021

STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, Susan Hayes on this day personally appeared Michalyn Rains, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

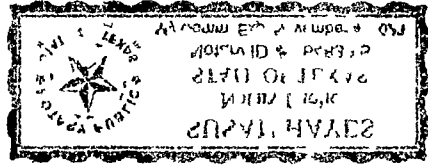
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 2020.

Susan Hayes  
Notary Public, State of Texas  
Susan Hayes  
Printed Name



My Commission expires on the 4th day of November, 2023





**EXHIBIT A**  
**RESPONSIBILITIES OF FIRM**

The Firm shall occupy and maintain in a safe and healthy manner the allotted space and provide a basic menu of high quality, varied meals, snacks and beverages. It is the responsibility of the vendor to establish, review and control the menu selection, pricing, and portion sizes of all items for sale.

1 Minimum Specifications

- 1.1 Provide all-inclusive food services, defined as
  - 1.1.1 Minimum operating hours 7:30 to 3:00 p.m.  
Monday- Friday all days except County recognized holidays
  - 1.1.2 Hire, fire, and train staff
  - 1.1.3 Maintain cafeteria, to include kitchen equipment (see Attachment A inventory) and small wares, serving and dining spaces in a clean, orderly and healthy condition
- 1.2 Provide any equipment or small wares deemed necessary to do business that is not currently owned. Firm will maintain ownership upon completion or termination of contract.
- 1.3 Provide carryout containers
- 1.4 Dispose of daily trash in exterior receptacle provided by County
- 1.5 Provide an on-site manager no less than 80% of business hours
- 1.6 Provide each staff member a name tag and uniform to be worn throughout business hours on a daily basis. Uniform should designate that staff member is employed by Firm.
- 1.7 Obtain and maintain at Firm's expense all local, state or federal licenses and/or approvals and permits necessary for operations, including City of McKinney health inspections
- 1.8 Follow all laws related to employment
- 1.9 Provide option for multiple forms of customer payment including cash, credit and debit cards
- 1.10 All staff will be required to pass a background check before they are allowed to work on-site. A background check will be performed every six (6) months. The County will not accept employees with the following background:
  - 1.10.1 No persons who are on active probation or parole
  - 1.10.2 No persons under pending indictment
  - 1.10.3 No persons subject to an active criminal investigation
- 1.11 Business operations must meet all state, federal and local health and other regulatory requirements
- 1.12 Deliveries will only be available to the site Monday- Friday 7:30 a.m. to 5:00 p.m.
- 1.13 Unless written approval is given from the County Administrator,

management will have access to the site Monday- Friday 5 00 a m to 8 00 p m

1 14 Unless written approval is given from the County Administrator, food shall not be prepared on the premises for another non-County location and/or contract

1 15 Vendor will be subject to random environmental health inspections performed by Collin County environmental health inspectors

1 16 Firm will be financially responsible for maintaining maintenance agreements for all kitchen equipment

1 17 Firm will be responsible for repairs for vendor owned kitchen equipment

1 18 Firm will be responsible for all interior finish out (signage, decorations, etc )

1 19 Firm shall be responsible for all data and telecom services and infrastructure This includes phone and credit card capabilities

1 20 If needed by Firm, Firm shall supply a dishwasher

1 21 Firm will provide signage in the cafeteria notifying patrons on how to contact Firm if customers have comments/complaints via phone and e-mail address

1 22 Firm shall respond to communication from the Collin County designated project manager within 48 hours

1 23 In regards to the financial offer, Firm shall provide commission check to Collin County by close of business on the 17<sup>th</sup> of each month for the previous month when Cafe sales reach \$30,000 a month Commission check will be mailed to Collin County Treasury Office, Suite 3138, McKinney, TX 75071

**EXHIBIT B**

**RESPONSIBILITIES OF COUNTY**

- 1 County will provide dumpster for trash disposal
- 2 County will be responsible for all structure, building lights, painting, wall repairs, floor repair (excludes cleaning), plumbing maintenance, electric maintenance and annual exhaust hood cleaning
- 3 County will designate a person to act as the County's project manager for this contract
- 4 Collin County will provide water, sewer, electric and gas
- 5 Collin County will be responsible for disposal and emptying of grease trap contents
- 6 Collin County will be responsible for repairs and maintenance of the steamer

**EXHIBIT C**

**COMMISSION AND FEES**

The following commission will be paid by firm to County on a monthly basis

A minimum monthly payment of \$1,000 shall be paid to County in accordance with Exhibit A, item 1 23, The County will allow a pro-rated monthly payment for the 1<sup>st</sup> month of operation if services do not begin on the first day of the month

In addition to the minimum monthly payment of \$1,000, the County will receive 50% of the profits for the preceding quarterly period The first quarterly period will end March 31, 2020 The quarterly profit will be paid in accordance with Exhibit A, item 1 23

2019-327

**EXHIBIT D**

**COUNTY PROVIDED EQUIPMENT**

See Foodservice Equipment Plan





106 DECKER COURT  
SUITE 300  
IRVING, TX 75038  
(972) 971-2225  
(972) 971-2228

PROJECT NO.  
COLON COLONY  
CLARIFORCE  
RESTAURANT

PROJECT SHEET  
REVISED 02/10/15  
SHEET LOCATION  
10/25/2014 (14)  
NARVAL (14) 10/25/2014

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

PROJECT NO.  
COLON COLONY  
CLARIFORCE  
RESTAURANT

PROJECT SHEET  
REVISED 02/10/15  
SHEET LOCATION  
10/25/2014 (14)  
NARVAL (14) 10/25/2014

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

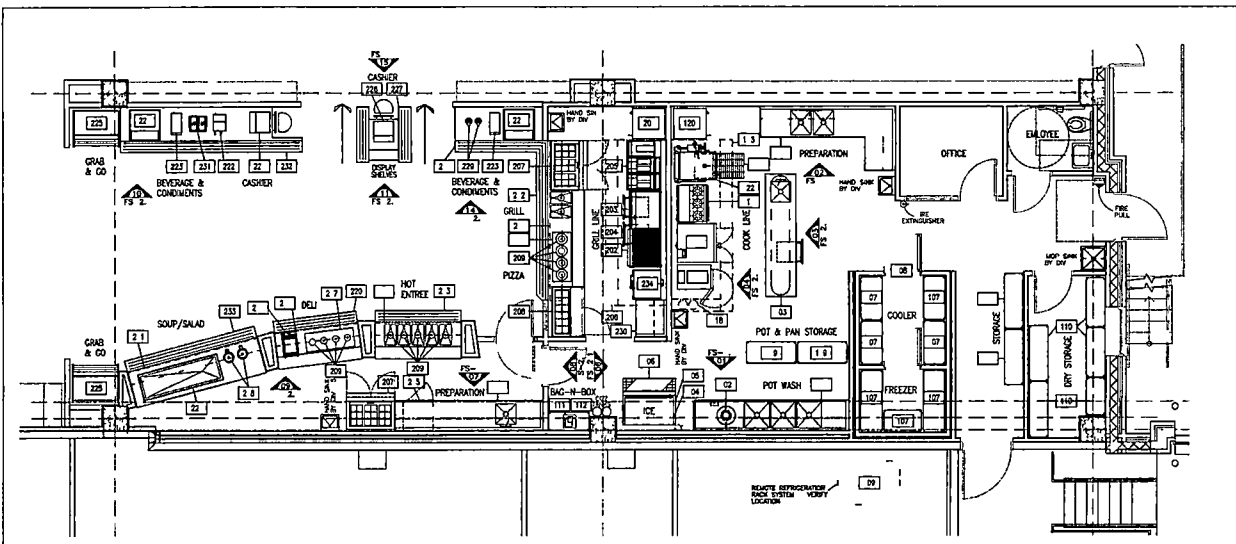
DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015



FOODSERVICE EQUIPMENT PLAN  
SCALE 1/4" = 1'-0" 06

**HEALTH DEPARTMENT NOTES**

- FLOORS: QUARRY TILE WITH EPOXY GROUT QUARRY TILE COVE BASE, OR SIMILAR TYPE MATERIAL, GRADED TO DRAIN.
- WALLS: SMOOTH, LIGHT COLORED EPOXY PAINTED WITH FRP HANGSOOT AT BANK AREAS
- CEILING: LIGHT COLORED SMOOTH, NON-ABSORBENT AND DUSTY CLEANABLE SAN-IN SYSTEM
- LAVATORIES: WALL MOUNTED LA TUBLES LOCATED WITHIN THE WORKING AREAS / TOILET ROOMS WITH HAND SOAP AND TOWEL DISPENSER, A LAVATORY IS REQUIRED WITHIN 20 FEET OF ALL FOOD SERVICE EQUIPMENT
- UTENSIL CLEANING / SANITIZING: THREE COMPARTMENT SINKS WITH A MINIMUM SIZE OF 15"X15"X17" (LOW) OR NOTED OTHERWISE. DRAIN BOARDS OF ADEQUATE SIZE SHALL BE PROVIDED. SINK COMPARTMENT SHOULD HAVE ALL ROUNDED INTERNAL CORNERS AND ANGLES.
- EMPLOYEE TOILET / DRESSING ROOM LOCATED WITHIN MAIN KITCHEN.
- MECHANICAL CLEANING / BAKING OF TABLEWARE, ACCOMPLISHED BY DSH MACHINE.
- STORAGE: AMPLE DAILY STORAGE PROVIDED WITH APPROVED STORAGE RACKS
- WATER HEATERS: LOCATED IN MECHANICAL ROOM ADJACENT TO KITCHEN.
- PROVIDE VENTILATION GRILL AT THE DOOR TO MECH. RM.
- GREASE TRAP LOCATED AT EXTERIOR OF FOODSERVICE AREA, SEE PLUMBING DRAWINGS
- SEE PLUMBING DRAWINGS.
- FOODSERVICE EQUIPMENT ALL FLOOR MOUNTED EQUIPMENT TO BE SEALED TO FLOOR TO PROVIDE EASY CLEANABLE SURFACE AND PREVENT BEHIND. EQUIPMENT NOT MOUNTED TO FLOOR TO BE WALL MOUNTED ON WALL CARRIERS OR MOUNTED ON LEGS TO PROVIDE 6" HIGH CLEARANCE BETWEEN FLOOR AND EQUIPMENT.
- MOP BINS, LOCATED IN JANITOR CLOSET CLOSE TO KITCHEN.
- EXHAUST HOODS, EXHAUST HOOD PROVIDED OVER COOKING EQUIPMENT WITH LIQUID CHEMICAL FIRE EXTINGUISHING SYSTEMS.
- LIGHTING AND PROTECTIVE SH BLDINGS FOR ALL ARTIFICIAL LIGHTING FIXTURES LOCATED OVER BY OR WITHIN FOODSERVICE AREAS AND DISPLAY FACILITIES. MINIMUM ILLUMINATION LEVELS: EQUIPMENT - 50 FOOT CANDLES.
- GARBAGE AND REFUSE, CENTRAL TRASH COLLECTION.
- POISONOUS AND TOXIC MATERIAL STORAGE, LOCATED IN JANITOR CLOSET

**COORDINATION NOTES**

THE FOLLOWING ACCESSORIES/FITTINGS AND EQUIPMENT ARE NOT INCLUDED WITHIN SECTION 11400 FOODSERVICE EQUIPMENT

A. INSECT CONTROL PAN.  
B. MILLWORK FIXTURES OR APPLIED FINISHES.  
C. OFFICE FURNISHINGS AND EQUIPMENT.  
D. ROLLING DOOR / FIRE SHUTTER / OVERHEAD DOORS.  
E. CORNER GUARDS TYPICAL A ALL OUTSIDE CORNERS IN FOODSERVICE AREAS.  
F. STAFF LOCKERS.  
G. HAND LAVATORIES / TOWEL DISPENSERS / WASTE RECEPTACLES.  
H. STRAINER DRAIN (SINKS TO WASTE TYPE H).  
I. FIRE HOSE CABINETS.  
J. ELECTRIC DRINKING FOUNTAIN.  
K. FLOOR RECEPTION / SERVICE SINK / MOP RACK AND CLEANING MATERIAL CABINET.  
L. HTR ROOM / TELEPHONE SYSTEMS.  
M. CLOSET / TIME CLOCKS / CLOCKS.  
N. ELECTRIC PANEL, BOARDS.  
O. EMPLOYEE DINING FURNITURE.  
P. BLOCKOUTS / ANCHOR PLATES / WOOD GROUNDINGS FURNISHED AND INSTALLED BY GENERAL CONTRACTOR. LOCATIONS BY SECTION 11400.

THE FOLLOWING WORK IS INCLUDED WITHIN SECTION 11400 FOODSERVICE EQUIPMENT:

A. TEMPERATURE MONITOR / ALARM PANEL, RECESS MOUNTED IN PANEL OF COLD STORAGE ASSEMBLY.  
B. WALL MOUNTED CABINETS FOR EXHAUST HOOD FIRE SUPPRESSION SYSTEMS AND EXTINGUISHERS.  
C. WALL MOUNTED REARER WALL FOR EXHAUST HOOD FIRE SUPPRESSION SYSTEMS.  
D. COLD STORAGE ASSEMBLY / REFRIGERATION SYSTEMS.  
E. TRIM / CLOSURE PANELS AT ADJACENT CONTACT SURFACES OF FOODSERVICE EQUIPMENT.  
F. INSULATED WALL PANELS FROM BOTTOM OF EXHAUST HOOD TO TOP OF COVE BASE AND TOP OF BACK SPLASH.

FOODSERVICE EQUIPMENT NOTES  
SCALE NTS 05  
FOODSERVICE EQUIPMENT SCHEDULE  
SCALE NTS 01

ITEM	QUANTITY	DESCRIPTION	SUPPLIER	REMARKS
101	LOT	THREE COMP. SINK W/ POT RACK & RACK SHELF	KEC	DISPOSER COME
102	ONE	DISPOSER W/ FIRE RACK	KEC	
103	LOT	PREP TABLE W/ SINK, SHELF & UTENSIL RACK	KEC	DRAWER
04	ONE	1300L ICE MAKER	KEC	WATER FILTER
105	ONE	ICE BIN	KEC	
106	LOT	TRENCH DRAIN/GRATE	KEC/PC	PAN BY REC, DRAIN BY PC
07	LOT	COOLER/FREEZER SHELVING	KEC	A TIER
108	LOT	WALK-IN REFRIGERATOR/FREEZER ASSEMBLY	KEC	
109	LOT	COOLER/FREEZER REFRIGERATION SYSTEM	KEC	RACK SYSTEM VERIFY LOCATION
110	LOT	DRY STORAGE SHELVING	KEC	5 TIER, 18" POSTS
111	ONE	CARBONATOR	VFM	
112	LOT	BAG-IN-BOX SYSTEM W/ RACK	VFM	W/ TER.FILTER
113	LOT	EXHAUST HOOD W/ SUPPLY FLENUM	KEC	6" WALL ANGLES
08	ONE	EX. EXTINGUISHER W/ DISCH.	KEC	
1 5	ONE	DOUBLE CONVECTION OVEN	KEC	
1 6	ONE	DOUBLE STEAMER	KEC	WATER FILTER
11	ONE	PREP TABLE W/ BINS & SHELF	KEC	
116	LOT	FIRE SUPPRESSION SYSTEM	KEC	
1 9	TWO	POT & PAN RACK	KEC	
20	ONE	REACH-IN REFRIGERATOR	KEC	
21	LOT	TRENCH DRAIN/GRATE	KEC/PC	PAN BY REC, DRAIN BY PC
22	ONE	30 GALLON TILT SQUET	KEC	FILL FAUCET
201	LOT	REACH-IN REFRIGERATOR/FREEZER	KEC	
202	ONE	3P CHAR BROILER	KEC	
203	ONE	3P BROILER	KEC	
204	ONE	REFRIGERATED EQUIPMENT STAND	KEC	
205	LOT	FRYERS W/ F. TER & DUMP STATION	KEC	
206	LOT	EXHAUST HOOD W/ SUPPLY FLENUM	KEC	6" WALL PANELS
207	TWO	SAUNCHON MAKE-UP REFRIGERATOR	KEC	
208	ONE	PIZZA MAKE-UP REFRIGERATOR	KEC	
209	FIFTEEN	375 W. T7 SUSPENDED HEATED LAMPS	KEC	
210	ONE	BUILT-IN HEATED SURFACE	KEC	
211	LOT	BREATH PROTECTORS	KEC	
2	LOT	GRILL SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS
213	LOT	HOT ENTREE SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS
214	ONE	BACK COUNTER W/ SINK	KEC	
215	ONE	UNDERCOUNTER WARMING CABINET	KEC	
216	ONE	PANTRY GRILL	KEC	
217	ONE	BUILT-IN HEATED SURFACE	KEC	
218	TWO	DROP-IN EQUIP WELL	KEC	
219	LOT	DROP-IN EQUIP WELL	KEC	
220	ONE	DELI COUNTER	KEC	PROVIDE CUTTING BOARDS
221	ONE	DROP-IN REFRIGERATED COLD PAN	KEC	PROVIDE LOUVER
222	ONE	COFFEE BREWER	VFM	
223	TWO	TEA BREWER	VFM	
224	TWO	ICE/SDA DISPENSER W/ 70Lb ICE MAKER	VFM	ICE MAKER W/ FILTER BY REC
225	ONE	REFRIGERATED AIR-SCREEN MERCHANDISER	KEC	
226	LOT	P.O.S. SYSTEM	DFM	
227	ONE	CASHER COUNTER	KEC	
228	TWO	FUTURE INDUCTION COOKER (NOT SHOWN)	DFM	PROVIDE POWER ONLY
229	LOT	4.5" HOT COFFEE DISPENSERS	VFM	
230	ONE	WORKTABLE W/ SHELF	KEC	
231	ONE	JUICE DISPENSER	VFM	
232	ONE	BEVERAGE/CASHER COUNTER	KEC	
233	ONE	SOUP/SALAD COUNTER	KEC	
234	LOT	CONVECTION/MICROWAVE OVER W/ STAND	KEC	

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

DATE OF REV.  
REV. 4 2/20/15  
DESCRIPTION: COLON 147  
2/2/2015

ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF PGAL. ANY REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF PGAL IS STRICTLY PROHIBITED.

FOODSERVICE EQUIPMENT PLAN  
SHEET 005

FS 1

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

1 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

1 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

1 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

1 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

1 1 4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period If you choose to have project coverage endorsed onto your base policy, this would be acceptable

- Each Occurrence/Aggregate \$1,000,000

1 1 5 **Umbrella/Excess Liability** insurance

- Each Occurrence/Aggregate \$1,000,000

1 2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows

1 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

1 2 2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy

1 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

1 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

1 2 5 All copies of Certificates of Insurance shall reference the project/contract number

1 3 All insurance shall be purchased from an insurance company that meets the following requirements

1 3 1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent

1 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

1 4 1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein

1 4 2 Sets forth the notice of cancellation or termination to Collin County

2019-327

EXHIBIT F

COUNTY REQUEST FOR PROPOSAL RFP 06306-12



# Collin County Purchasing

**2019-327**

## **Services, Cafeteria Management for Courthouse**

Issue Date: 10/8/2019

Questions Deadline: 10/29/2019 05:00 PM (CT)

Response Deadline: 10/31/2019 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Matt Dobecka, CPPO, CPPB, CPCP Functional Analyst

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: 1 (972) 548-4103

Fax: 1 (972) 548-4694

Email: [mdobecka@co.collin.tx.us](mailto:mdobecka@co.collin.tx.us)

## Event Information

Number: 2019-327  
Title: Services, Cafeteria Management for Courthouse  
Type: Request for Proposal - Other  
Issue Date: 10/8/2019  
Question Deadline: 10/29/2019 05:00 PM (CT)  
Response Deadline: 10/31/2019 02:00 PM (CT)  
Notes: The vendor shall occupy and maintain in a safe and healthy manner the allotted space and provide a basic menu of high quality, varied meals, snacks and beverages. It is the responsibility of the vendor to establish, review and control the menu selection, pricing, and portion sizes of all items for sale.

## Ship To Information

Address: 2100 Bloomdale Rd.  
McKinney, TX 75071

## Billing Information

Address: 2300 Bloomdale Rd.  
Ste. 3100  
Auditor  
Admin. Building  
Ste. 3100  
McKinney, TX 75071

## Bid Activities

### Pre-Proposal Conference

10/23/2019 10:00:00 AM (CT)

Pre-Proposal Conference: A pre-proposal conference is scheduled for Wednesday, October 23, 2019 at 10:00 AM. We will meet at the County logo between the escalators (go through security), Russell A. Steindam Courts Building, 2100 Bloomdale, McKinney, TX 75071. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.

## Bid Attachments

### LEGAL\_NOTICE.doc

Legal Notice

[Download](#)

### General\_Instructions\_Proposals.docx

General Instructions Proposals

[View Online](#)

### Terms\_of\_Contract\_Proposals - 5-20-19.docx

Terms of Contract - Proposals

[View Online](#)

### Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

### RFP Specifications - Cafeteria Management, Final.pdf

Specifications

[View Online](#)

### Attachment A - Kitchen Drawing Equipment List.pdf

Attachment A

[View Online](#)



W9\_2014.pdf

[View Online](#)

W-9

HB23\_CIQ.docx

[View Online](#)

Information Regarding Conflicts of Interest

CIQ\_113015.pdf

[View Online](#)

Conflict of Interest Questionnaire

## Requested Attachments

W9

Proposal

*(Attachment required)*

Conflict of Interest Questionnaire

## Bid Attributes

### 1 eBid Notice

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. Please initial.

*(Required: Maximum 1000 characters allowed)*

### 2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

*(Required: Maximum 4000 characters allowed)*

### 3 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

*(Required: Maximum 1000 characters allowed)*

**4 Exceptions**  
Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions  
 Yes  No  
*(Required Check only one)*

**5 Insurance Acknowledgement**  
I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required Maximum 1000 characters allowed)*

**6 Subcontractors**  
State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required Maximum 4000 characters allowed)*

**7 Cooperative Contracts**  
As permitted under Title 8, Chapter 271, Subchapter F, Section 271 101 and 271 102 V T C A and Title 7, Chapter 791, Subchapter C, Section 791 025, V T C A, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?  
 Yes  No  
*(Required Check only one)*

**8 Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V T C A , Chapter 2252, Subchapter A) 1 Is your principal place of business in the State of Texas? 2 If your principal place of business is not in Texas, in which State is your principal place of business? 3 If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4 If your state favors resident bidders, state by what dollar amount or percentage

---



---



---



---



---

*(Required Maximum 4000 characters allowed)*

**9 Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, 'Debarment and Suspension,' as described in the Federal Register and Rules and Regulations Please initial

---



---



---

*(Required Maximum 1000 characters allowed)*

**10 Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County Please initial

---



---



---

*(Required Maximum 1000 characters allowed)*

**11 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 Please initial

---



---



---

*(Required Maximum 1000 characters allowed)*

<b>1</b>	<b>Anti-Collusion Statement</b>
<b>2</b>	<p>Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud No premiums, rebates or gratuities permitted, either with, prior to or after any delivery of material or provision of services Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list Please initial</p> <hr/> <hr/> <hr/> <p><i>(Required Maximum 1000 characters allowed)</i></p>

<b>1</b>	<b>Disclosure of Interested Parties</b>
<b>3</b>	<p>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 Please initial</p> <hr/> <hr/> <hr/> <p><i>(Required Maximum 1000 characters allowed)</i></p>

<b>1</b>	<b>Notification Survey</b>
<b>4</b>	<p>In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey We appreciate your time and effort expended to submit your bid Should you have any questions or require more information please call (972) 548-4165 How did you receive notice of this request?</p> <p> <input type="checkbox"/> Plano Star Courier    <input type="checkbox"/> Plan Room    <input type="checkbox"/> Collin County eBid Notification    <input type="checkbox"/> Collin County Website  <input type="checkbox"/> Other </p> <p><i>(Required Check only one)</i></p>

<b>1</b>	<b>Cooperative Contract Name</b>
<b>5</b>	<p>State the cooperative contract name this quote is offered under (i e TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc ) If none, answer N/A</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required Maximum 4000 characters allowed)</i></p>

<b>1</b>	<b>Cooperative Contract Number</b>
<b>6</b>	State the cooperative contract number this quote is offered under If none, answer N/A
<hr/> <hr/> <hr/> <hr/> <hr/>	
<i>(Required Maximum 4000 characters allowed)</i>	

<b>1</b>	<b>Cooperative Contract Website</b>
<b>7</b>	Please provide the website URL for the cooperative contract this quote is offered under If none, answer N/A
<hr/> <hr/> <hr/>	
<i>(Required Maximum 1000 characters allowed)</i>	

<b>1</b>	<b>Proposer Acknowledgement</b>
<b>8</b>	Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal Please initial
<hr/> <hr/> <hr/>	
<i>(Required Maximum 1000 characters allowed)</i>	

**Bid Lines**

<b>1</b>	Respond as per section 6 9, Financial Plan, of the specifications document
<hr/> <hr/>	
Supplier Notes _____	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <input type="checkbox"/> Additional notes  <i>(Attach separate sheet)</i> </div>	

**Supplier Information**

Company Name

Contact Name

Address

Phone

Fax

Email

**Supplier Notes**

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same Offeror affirms that they are duly authorized to execute this contract, this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business, and that the contents of this proposal as to prices, terms and conditions of said proposal 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 proposal

Print Name

Signature



LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, bids will be received by the County Purchasing Agent until **2 00 P M , Thursday, October 31 2019**, for competitive bids on **Services, Cafeteria Management for Courthouse (RFP 2019-327)** Bidders should use unit pricing **Note** A pre-proposal conference is scheduled for Wednesday, October 23, 2019 at 10 00 AM Meet at the County logo between the escalators (go through security), Russell A Steindam Courts Building, 2100 Bloomdale, McKinney, TX 75071 All prospective offerors are requested to have a representative present It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP Bidders may secure copies of the Bidding Documents by going to [https //collincountytx ionwave net](https://collincountytx.ionwave.net) Bids will be opened by the Purchasing Agent in the Purchasing Conference Room, Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney TX, 75071 on **Thursday, October 31, 2019 at 2 00 P M** The Commissioners' Court reserves the right to reject any and all bids

\*\*\*\*\*

**ATTENTION CLASSIFIEDS**

**BILL TO ACCOUNT NO 06100315-000  
COMMISSIONERS' COURT**

**NOTICE TO PUBLISHERS** Please publish in your issue on **Thursday, October 10, 2019 and Thursday, October 17, 2019** A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment

<b>NEWSPAPER</b>	<b><u>Plano Star Courier</u></b>
<b>DATE</b>	<b><u>October 8, 2019</u></b>
<b>FAX</b>	<b><u>972- 529-1684</u></b>

1 0     **GENERAL INSTRUCTIONS**

1 0 1    Definitions

1 0 1 1   Offeror   refers to submitter

1 0 1 2   Vendor/Contractor/Provider   refers to a Successful Vendor/Contractor/Service Provider

1 0 1 3   Submittal   refers to those documents required to be submitted to Collin County, by an Offeror

1 0 1 4   RFP   refers to Request for Proposal

1 0 1 5   CSP   refers to Competitive Sealed Proposal

1 1     If Offeror 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 submittal may not be withdrawn or canceled by the offeror 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 Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1 9     All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) 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 RFP and/or CSP.

1 10    Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP'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 RFP/CSP, 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 a Request for Proposal or Competitive Sealed Proposal 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 the date specified in the solicitation. 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 RFP/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://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

Revised 3/1/2019

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 Offeror 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 Offeror 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 proposal, 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 an Amendment.

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 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     Proposals 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 RFP/CSP 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 proposal price All components required to render the item complete, installed and operational shall be included in the total proposal 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's Sheriff's Office 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 Offeror 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 proposal submission and time of award, the Offeror 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/Engineer 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 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 RFP/CSP 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 1 4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period If you choose to have project coverage endorsed onto your base policy, this would be acceptable

- Each Occurrence/Aggregate \$1,000,000

3 1 5 **Umbrella/Excess Liability** insurance

- Each Occurrence/Aggregate \$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 EVALUATION CRITERIA AND FACTORS**

4 1 The award of the contract shall be made to the responsible proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262 030

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process For each decision point in the process, the County will evaluate proposers according to specific criteria and will elevate a certain number of proposers to compete against each other The proposals will be evaluated on the following criteria

The County will use a competitive process based upon “selection levels” The County recognizes that if a proposer fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining proposers or to elevate a proposer that was not elevated before The selection levels are described in the following sections

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met Proposers may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days Incomplete or noncompliant RFPs may be disqualified

4 1 1 LEVEL 1 - PROCUREMENT REQUIREMENTS ASSESSMENT

4 1 1 1 Conformance with RFP guidelines and submittal requirements The following documents shall be submitted as part of the proposal Failure to provide these documents shall deem vendor as non-responsive

4 1 1 1 1 Response to Section 6 0

4 1 1 1 2 Proposal Signed by Authorized Representative

4 1 2 LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (MAXIMUM 85 POINTS)

4 1 2 1 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level Proposals may earn up to 85 Points based on evaluated criteria

	<b>Maximum Points</b>
Demonstrated Expertise and Experience in the Industry	<b>35</b>
Financial Offer & Contract Term	<b>10</b>
Quality & Thoroughness of Proposal Response	<b>10</b>
Financial Stability	<b>20</b>
Implementation Plan (Section 6 6)	<b>10</b>

4 1 3 LEVEL 3 – REFERENCES (MAXIMUM 15 POINTS)

4 1 3 1 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 15 Points based on evaluated criteria.

	<b>Maximum Points</b>
References from Clients	<b>15</b>

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the performance of the proposer.

4 1 4 LEVEL 4 – BEST AND FINAL OFFER

Proposers who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Contractor may be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 3.

Based on the result of the Best and Final Offer evaluation, a single proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted proposals and enter into negotiations with them.

**5 0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

- 5 1 Authorization By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for Services, Cafeteria Management for Courthouse
- 5 2 Intent of Proposal The intent of Collin County is to solicit proposals from qualified vendors for a term contract for Services, Cafeteria Management for Courthouse
- 5 3 Pre-Proposal Conference A pre-proposal conference is scheduled for Wednesday, October 23, 2019 at 10 00 AM. We will meet at the County logo between the escalators (go through security), Russell A. Steindam Courts Building, 2100 Bloomdale, McKinney, TX 75071. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.
- 5 4 Contract Term Offeror to propose contract term (see section 6 9 2)

## 5.5 Background

Collin County, Texas occupies approximately 886 square miles just northeast of Dallas. Collin County is one of the fastest growing counties in the nation and currently has a population in excess of 1,000,000 citizens.

The cafeteria will be located in the Collin County Courthouse located at 2100 Bloomdale, McKinney, TX 75071. Attachment A is a floor plan of the space and shows equipment that is provided. The building is 470,000 square feet which includes approximately 450 employees and approximately 800 – 1000 jurors each week.

## 5.6 Scope of Work

The vendor shall occupy and maintain in a safe and healthy manner the allotted space and provide a basic menu of high quality, varied meals, snacks and beverages. It is the responsibility of the vendor to establish, review and control the menu selection, pricing, and portion sizes of all items for sale.

### 5.6.1 Minimum Specifications

5.6.1.1 Provide all-inclusive food services, defined as:

5.6.1.1.1 Minimum operating hours 7:30 to 3:00 p.m. Monday – Friday all days except County recognized holidays.

5.6.1.1.2 Hire, fire, and train staff.

5.6.1.1.3 Maintain cafeteria, to include kitchen equipment (see Attachment A inventory) and small wares, serving and dining spaces in a clean, orderly and healthy condition.

5.6.1.2 Provide any equipment or small wares deemed necessary to do business that is not currently owned. Vendor will maintain ownership upon completion or termination of contract.

5.6.1.3 Provide carryout container.

5.6.1.4 Dispose of daily trash in exterior receptacle provided by County.

5.6.1.5 Provide an on-site manager no less than 80% of business hours.

5.6.1.6 Provide each staff member a name tag and uniform to be worn throughout business hours on a daily basis. Uniform should designate that staff member is employed by vendor.

5.6.1.7 Obtain and maintain at vendor's expense all local, state or federal licenses and/or approvals and permits necessary for operations, including City of McKinney health inspections.

5.6.1.8 Follow all laws related to employment.

5.6.1.9 Provide option for multiple forms of customer payment including cash, credit and debit cards.

5.6.1.10 All staff will be required to pass a background check before they are allowed to work on-site. A background check will be performed every



six (6) months The County will not accept employees with the following background

5 6 1 10 1 No persons who are on active probation or parole

5 6 1 10 2 No persons under pending indictment

5 6 1 10 3 No persons subject to an active criminal investigation

5 6 1 11 Business operations must meet all state, federal and local health and other regulatory requirements

5 6 1 12 Deliveries will only be available to the site Monday – Friday 7 30 a m to 5 00 p m

5 6 1 13 Unless written approval is given from the County Administrator, owner or designated manager will have access to the site Monday – Friday 5 00 a m to 8 00 p m

5 6 1 14 Unless written approval is given from the County Administrator, food shall not be prepared on the premises for another non-County location and/or contract

5 6 1 15 Vendor will be subject to random environmental health inspections performed by Collin County environmental health inspectors

#### 5 6 2 County Responsibilities

5 6 2 1 Collin County will provide dumpster for trash disposal

5 6 2 2 Collin County will be responsible for all structure, building lights, painting, wall repairs, floor repair (excludes cleaning), plumbing maintenance, electric maintenance and annual exhaust hood cleaning

5 6 2 3 Collin County will designate a person to act as the County's project manager for this contract

5 6 2 4 Collin County will provide water, sewer, electric and gas

5 6 2 5 Collin County will be responsible for disposal and emptying of grease trap contents

#### 5 6 3 Vendor Responsibilities

5 6 3 1 Vendor will be financially responsible for maintaining maintenance agreements for all kitchen equipment

5 6 3 2 Vendor will be responsible for repairs for vendor owned kitchen equipment

5 6 3 3 Vendor will be responsible for all interior finish out (signage, decorations, etc )

5 6 3 4 Vendor shall be responsible for all data and telecom services and infrastructure This includes phone and credit card capabilities

5 6 3 5 If needed by vendor, vendor shall supply a dishwasher

- 5 6 3 6 Vendor will provide signage in the cafeteria notifying patrons on how to contact vendor if customers have comments/complaints via phone and e-mail address
  - 5 6 3 7 Vendor shall respond to communication from the Collin County designated project manager within 48 hours
  - 5 6 3 8 In regards to the financial offer, Firm shall provide commission check to Collin County to close of business on the 17<sup>th</sup> of each month for the previous month Commission check will be mailed to Collin County, Treasury Office, Suite 3138, McKinney, TX 75071
- 5 7 Point of Contact Information regarding the procurement process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email [mdobecka@collin.tx.us](mailto:mdobecka@collin.tx.us), Matt Dobecka, Functional Analyst
- 5 8 Samples/Demos When requested, samples/demos shall be furnished free of expense to Collin County
- 5 9 Confidential or Proprietary Information Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552 Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets Contractors shall clearly indicate each and every section to which this applies It is not sufficient to preface the entire proposal with a proprietary statement State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential

## **6 0 PROPOSAL FORMAT**

- 6 1 PROPOSAL DOCUMENTS To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers

6 1 1 Proposals may be submitted online via <http://collincountytexas.com> or submitted via CD-ROM or Flash Drive Electronic submissions are preferred

6 1 2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening

Collin County Purchasing  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips Do not use metal-ring hard cover binders Manual submittals shall include an electronic copy in a searchable format

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used

Proposal shall include but not be limited to information on each of the following

6 2 EXECUTIVE SUMMARY LETTER

6 2 1 Executive Summary letter should be limited to a brief narrative, approximately one page, highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for all Offerors, including Third Party firms

6 3 FIRM OVERVIEW

Offer or is requested to define the overall structure of the Firm to include the following

- 6 3 1 A descriptive background of your company's history
- 6 3 2 State your principal business location and any other service locations
- 6 3 3 What is your primary line of business?
- 6 3 4 How long have you been selling product(s) and/or providing service(s)?
- 6 3 5 State the number and location of installations where your services are in use
- 6 3 6 Identify any terminated public sector projects that were terminated for cause or for breach of contract. Disclose the jurisdiction and explain the termination
- 6 3 7 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms
- 6 3 8 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement

6 4 PROPOSED PROJECT TEAM, STAFF QUALIFICATIONS, EXPERIENCE

- 6 4 1 Provide qualifications as well as experience information on Offertory's key personnel that will be assigned to this project
- 6 4 2 Define the management team from its highest level down to daily supervision. Include a plan that assures continual on site supervision and food service management. A resume of the proposed manager is required. Manager must be able to speak fluent English
- 6 4 3 Identify staffing requirements for each operation necessary to provide quality service with a variety of food options at a value to the intended customer. Include company's employee turnover ratio
- 6 4 4 Detail your firm's policies and procedures relative to employee development, to include hiring practices, employee retention, disciplinary procedures and training
- 6 4 5 Staffing plan including hours of operation

6 5 SIMILAR PROJECTS

6 5 1 Discuss past projects including size and scope Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with

6 6 IMPLEMENTATION PLAN

6 6 1 Provide an implementation plan including a timeline of events in order for cafeteria to be open for business

6 6 2 Provide a sample menu for a one-month period including pricing and portion sizes

6 6 3 Discuss methods used to measure, address, and report customer satisfaction or dissatisfaction

6 6 4 Method of displaying nutritional content

6 6 5 Safety plan and food handling standard operating procedures

6 6 6 Marketing plan

6 7 RESPONSE TO SECTION 5 0 – SCOPE OF WORK

6 7 1 Offeror shall acknowledge and/or respond to each item in section 5 0

6 8 REFERENCES

6 8 1 Offeror shall include at least three (3) references with name, addresses, telephone numbers, and e-mail address, description of services provided and length of contract

It is requested that the vendor provide references that are similar in scope and size of the Collin County cafeteria as described in this RFP and are located within the DFW area

6 8 2 The county reserves the right to conduct site visits to complete the evaluation process

6 9 FINANCIAL PLAN

6 9 1 Offeror shall provide financial offer to the County to include the commission and term

6 9 2 Offeror shall propose a contract term to coincide with the financial offer The proposed contract period shall include a base period and options for renewal

6 10 SUPPORTING MATERIALS

6 10 1 Offeror is requested to submit with their proposal, copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specifications of the service proposed with that of the requirements stated herein

6 11 FINANCIAL STATEMENTS

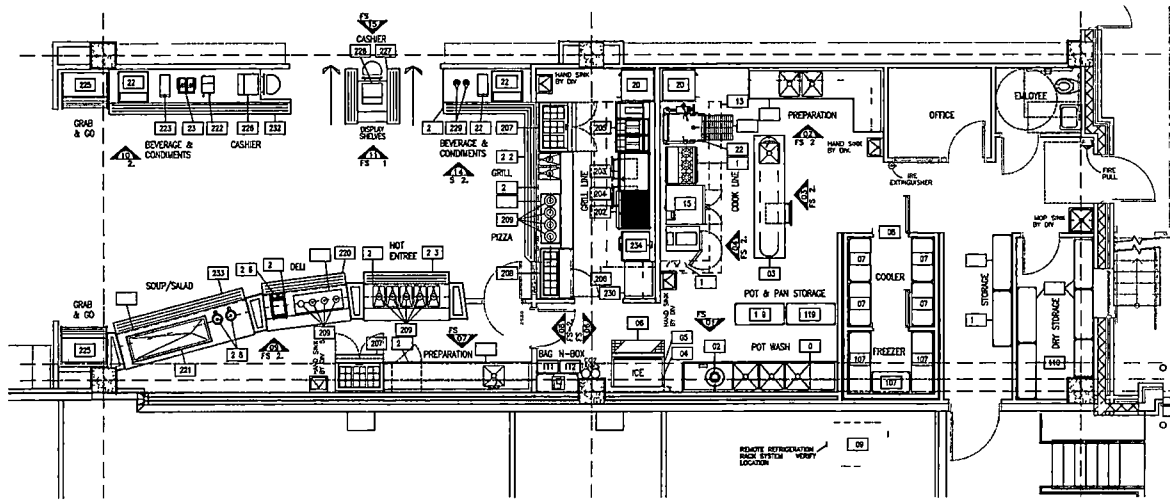
6 11 1 Offeror shall submit recent financial statements with their proposal Audited financial statements are not mandatory Unaudited financial statements will be accepted If offertory's firm does, however, have audited statements, please include a copy with your proposal

**7 0 EXCEPTIONS**

Instructions for completing section

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the contractor has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

<b>Section Number/ Question Number</b>	<b>Required Service Contractor is Unable to Perform</b>	<b>Steps Taken to Meet Requirement</b>



FOODSERVICE EQUIPMENT PLAN

SCALE: 1/4" = 1'-0" 05

HEALTH DEPARTMENT NOTES

- 1 FLOORS: QUARRY TILE WITH EPOXY GROUT. QUARRY TILE COVE BASE, OR SIMILAR TYPE MATERIAL, GRADED TO DRAIN.
- 2 WALLS: SMOOTH, LIGHT COLORED EPOXY PAINTED WITH FRP WAINSCOT AT SINK AREAS.
- 3 CEILING: LIGHT COLORED, SMOOTH, NON-ABSORBENT AND EASILY CLEANABLE LAMINATE SYSTEM.
- 4 LAVATORIES: WALL MOUNTED ATORIS LOCATED WITHIN THE WORKING AREAS / TOILET ROOMS WITH HAND SOAP AND TOWEL DISPENSER. A LAVATORY IS REQUIRED WITHIN 20 FEET OF ALL FOOD SERVICE EQUIPMENT.
- 5 UTENSIL CLEANING / SANITIZING: THREE COMPARTMENT SINKS WITH A MINIMUM SIZE OF 15" X 17" (18" X 20") OR NOTED OTHERWISE. DRAIN BOARDS OF ADEQUATE SIZE SHALL BE PROVIDED. EACH COMPARTMENT SHOULD HAVE ALL ROUNDED INTERNAL CORNERS AND ANGLES.
- 6 EMPLOYEE TOILET / DRESSING ROOM: LOCATED WITHIN MAIN KITCHEN.
- 7 MECHANICAL CLEANING / SANITIZING OF TABLEWARE, ACCOMPLISHED BY DISH MACHINE.
- 8 STOREROOM: AMPLE DAILY STORAGE PROVIDED WITH APPROVED STORAGE RACKS.
- 9 WATER HEATER: LOCATED IN MECHANICAL ROOM ADJACENT TO KITCHEN.
- 10 PROVIDE VENTILATION GRILL AT THE DOOR TO BACK HALL.
- 11 GREASE TRAP: LOCATED AT EXTERIOR OF FOODSERVICE AREA. SEE PLUMBING DRAWINGS.
- 12 SEE PLUMBING DRAWINGS.
- 13 FOODSERVICE EQUIPMENT: ALL FLOOR MOUNTED EQUIPMENT TO BE SEALED TO FLOOR TO PROVIDE EASY CLEANABLE SURFACE AND PREVENT SEEPAGE. EQUIPMENT NOT MOUNTED TO FLOOR TO BE WALL MOUNTED ON WALL CARRIERS OR MOUNTED ON LEGS TO PROVIDE 6" MIN CLEARANCE BETWEEN FLOOR AND EQUIPMENT.
- 14 MOP SINKS: LOCATED IN JANITOR CLOSET CLOSE TO KITCHEN.
- 15 EXHAUST HOODS: EXHAUST HOOD PROVIDED OVER COOKING EQUIPMENT WITH LIQUID CHEMICAL FIRE EXTINGUISHING SYSTEMS.
- 16 LIGHTING AND PROTECTIVE SHELDING: FOR ALL ARTIFICIAL LIGHTING FIXTURES LOCATED OVER BY OR WITHIN FOODSERVICE AREAS AND DISPLAY FACILITIES. MINIMUM ILLUMINATION LEVEL: 50 FOOT CANDLES.
- 17 GARBAGE AND REFUSE: CENTRAL TRASH COLLECTION.
- 18 POISONOUS AND TOXIC MATERIAL STORAGE: LOCATED IN JANITOR CLOSET.

COORDINATION NOTES

THE FOLLOWING ACCESSORIES/FITTINGS AND EQUIPMENT ARE NOT INCLUDED WITHIN SECTION 11400 FOODSERVICE EQUIPMENT

- A. INSECT CONTROL: PAN.
- B. BELLYWORK FIXTURES OR APPLIED FINISHES.
- C. OFFICE FURNISHINGS AND EQUIPMENT.
- D. ROLLING DOOR / FIRE SHUTTER / OVERHEAD DOORS.
- E. CORNER GUARDS: TYPICAL AT ALL OUTSIDE CORNERS IN FOODSERVICE AREAS.
- F. STAFF LOCKERS.
- G. HAND LAVATORIES / TOWEL DISPENSERS / WASTE RECEPTACLES.
- H. STRAINER DRAIN (SIMILAR TO WASTE TYPE H).
- I. FIRE HOSE CABINETS.
- J. ELECTRIC DRINKING FOUNTAIN.
- K. FLOOR RECEPTOR / SERVICE SINK / MOP RACK AND CLEANING MATERIAL CABINET.
- L. INTERCOM / TELEPHONE SYSTEMS.
- M. CLOSETS, TIE CLOSERS / CLOSET RACKS.
- N. ELECTRIC PANEL BOARDS.
- O. EMPLOYEE DINING FURNITURE.
- P. BLOCKOUTS / ANCHOR PLATES/WOOD GROUNDS FURNISHED AND INSTALLED BY GENERAL CONTRACTOR. LOCATIONS BY SECTION 1 400.

THE FOLLOWING WORK IS INCLUDED WITHIN SECTION 11400 FOODSERVICE EQUIPMENT

- A. TEMPERATURE MONITOR / ALARM PANEL: RECESS MOUNTED IN PANEL OF COLD STORAGE ASSEMBLY.
- B. WALL MOUNTED CABINETS FOR EXHAUST HOOD FIRE SUPPRESSION SYSTEMS AND EXTINGUISHERS.
- C. WALL MOUNTED REMOTE PULL FOR EXHAUST HOOD FIRE SUPPRESSION SYSTEMS.
- D. COLD STORAGE ASSEMBLY / REFRIGERATION SYSTEMS.
- E. TRIM / CLOSURE PANELS AT ADJACENT CONTACT SURFACES OF FOODSERVICE EQUIPMENT.
- F. INSULATED WALL PANEL(S) FROM BOTTOM OF EXHAUST HOOD TO TOP OF COVE BASE AND TOP OF BACK SPLASH.

ITEM	QUANTITY	DESCRIPTION	SUPPLIER	REMARKS
101	LOT	THREE COMP SINK W/ POT RACK & RACK SHELF	KEC	DISPOSER COME
102	ONE	DISPOSER	KEC	
103	LOT	PREP TABLE W/ SINK, SHELF & UTENSIL RACK	KEC	DRAWER
104	ONE	100LB ICE MAKER	KEC	WATER FILTER
105	ONE	ICE BIN	KEC	
106	LOT	TRENCH DRAIN/GRATE	KECPC	PAN BY KEC, DRAIN BY PC
107	LOT	COOLER/FREEZER SHELVING	KEC	4 TIER
108	LOT	WALK-IN REFRIGERATOR/ FREEZER ASSEMBLY	KEC	
109	LOT	COOLER/FREEZER REFRIGERATION SYSTEM	KEC	RACK SYSTEM VERIFY LOCATION
110	LOT	DRY STORAGE SHELVING	KEC	5-TIER, RP POSTS
111	ONE	CARBONATOR	VFM	
112	LOT	BAG-IN-BOX SYSTEM W/ RACK	VFM	WATER FILTER
113	LOT	EXHAUST HOOD W/ SUPPLY FLENUM	KEC	SS WALL PANELS
114	ONE	5M SURFER RANGE W/ OVEN	KEC	
115	ONE	DOUBLE CONVECTION OVEN	KEC	
116	ONE	DOUBLE STEAMER	KEC	W. TER. FILTER
117	ONE	PREP TABLE W/ SINKS & SHELF	KEC	
118	LOT	FIRE SUPPRESSION SYSTEM	KEC	
119	TWO	POT & PAN RACK	KEC	
120	ONE	REACH-IN REFRIGERATOR	KEC	AN BY KEC, DRAIN BY PC
121	LOT	TRENCH DRAIN/GRATE	KECPC	AN BY KEC, DRAIN BY PC
122	ONE	33 GALLON TILT SINKLET	KEC	FILL FAUCET
201	LOT	REACH-IN REFRIGERATOR/FREEZER	KEC	
202	ONE	3P CHAR BROILER	KEC	
203	ONE	5P GRIDOLE	KEC	
204	ONE	REFRIGERATED EQUIPMENT STAND	KEC	
205	LOT	FRYERS W/ FILTER & DUMP STATION	KEC	
206	LOT	EXHAUST HOOD W/ SUPPLY FLENUM	KEC	SS WALL PANELS
207	TWO	SAWCHOP W/ MAKE-UP REFRIGERATOR	KEC	
208	ONE	PIZZA MAKE-UP REFRIGERATOR	KEC	
209	FIFTEEN	375 WATT SUSPENDED HEATED LAMPS	KEC	
210	ONE	BUILT-IN HEATED SURFACE	KEC	
211	LOT	BREATH PROTECTORS	KEC	
212	LOT	GRILL SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS
213	LOT	HOT ENTREE SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS
214	ONE	BACK COUNTER W/ SINK	KEC	
215	ONE	UNDERCOUNTER WARMING CABINET	KEC	
216	ONE	PAYON GRILL	KEC	
217	ONE	BUILT-IN HEATED SURFACE	KEC	
218	TWO	DROP-IN SINK WELL	KEC	
219	LOT	BEVERAGE COUNTER	KEC	
220	ONE	DELI COUNTER	KEC	PROVIDE CUTTING BOARDS
221	ONE	DROP-IN REFRIGERATED COLD PAN	KEC	PROVIDE LOUVER
222	ONE	COFFEE BREWER	VFM	
223	TWO	TEA BREWER	VFM	
224	TWO	ICE/SODA DISPENSER W/ 70LB ICE MAKER	VFM	ICE MAKER W/ FILTER BY KEC
225	ONE	REFRIGERATED AIR-SCREEN MERCHANDISER	KEC	
226	LOT	P.O.S. SYSTEM	OFAD	
227	ONE	CASHER COUNTER	KEC	
228	TWO	FUTURE REACTION COOKER (NOT SHOWN)	OFAD	PROVIDE POWER ONLY
229	LOT	ASR POT COFFEE DISPENSER	VFM	
230	ONE	WORKTABLE W/ SHELF	KEC	
231	ONE	JUICE DISPENSER	VFM	
232	ONE	BEVERAGE/CASHER COUNTER	KEC	
233	ONE	SOUP/SALAD COUNTER	KEC	
234	LOT	CONVECTION/MICROWAVE OVEN W/ STAND	KEC	

FOODSERVICE EQUIPMENT NOTES

SCALE: NTS 05

FOODSERVICE EQUIPMENT SCHEDULE

SCALE: NTS 01



OWNER:  
COLIN COUNTY  
4801 CORNERY VE.  
MAY 6, 7:15  
P1 071311310  
P1 071311310



100 DECKER COURT  
SUITE 600  
IRVING, TX 75038  
P1 071311310  
P1 071311310



PROJECT #11  
COLIN COUNTY  
COURTHOUSE  
RENOVATION

100 DECKER  
P10002.000.00  
P10002.000.00  
7401 LINDALE ROAD  
MCKINNEY, TX 75069

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

DATE: 08.15.11  
BY: J. A. 2010  
CONTINUED ON DRAWING  
SECTION

FOODSERVICE EQUIPMENT PLAN

FS 1

## **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 will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Misty Brown – Development Services Manager  
Bill Bilyeu – County Administrator

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent  
Michelle Charnoski, CPPB – Asst. Purchasing Agent  
Matt Dobecka, CPPO, CPPB, CPCP – Purchasing Functional Analyst

Commissioners' Court:

Chris Hill – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
Darrell Hale – 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/LG176.htm> For easy reference, below are some of the sections cited on this form

**Local Government Code § 176 001(1-a)** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties The term does not include a connection based on

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

**Local Government Code § 176 003(a)(2)(A) and (B)**

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

\*\*\*

(2) the vendor

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

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

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

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

**Local Government Code § 176 006(a) and (a-1)**

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176 003(a)(2)(A),

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176 003(a)(2)(B), excluding any gift described by Section 176 003(a-1), or

(3) has a family relationship with a local government officer of that local governmental entity

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

(1) the date that the vendor

(A) begins discussions or negotiations to enter into a contract with the local governmental entity, or

(B) submits to the local governmental entity an application, response to a request for proposals or bids correspondence, or another writing related to a potential contract with the local governmental entity or

(2) the date the vendor becomes aware

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a),

(B) that the vendor has given one or more gifts described by Subsection (a), or

(C) of a family relationship with a local government officer

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS**

Print or type See Specific Instructions on page 2	1 Name (as shown on your income tax return) Name is required on this line do not leave this line blank	
	2 Business name/disregarded entity name if different from above	
	3 Check appropriate box for federal tax classification check only <b>one</b> of the following seven boxes <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company Enter the tax classification (C=C corporation S=S corporation P=partnership) ▶ _____ <b>Note</b> For a single member LLC that is disregarded do not check LLC check the appropriate box in the line above for the tax classification of the single member owner <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities not individuals see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number street and apt or suite no)	Requester's name and address (optional)
	6 City state and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals this is generally your social security number (SSN). However for a resident alien, sole proprietor, or disregarded entity see the Part I instructions on page 3. For other entities it is your employer identification number (EIN). If you do not have a number see *How to get a TIN* on page 3.

<b>Social security number</b>									
-				-					
<b>OR</b>									
<b>Employer identification number</b>									
-									

**Note** If the account is in more than one name see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury I certify that

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- 2 I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding and
- 3 I am a U.S. citizen or other U.S. person (defined below) and
- 4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends you are not required to sign the certification but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN) to report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include but are not limited to the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends including those from stocks or mutual funds)
- Form 1099-MISC (various types of income prizes awards or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest) 1098-E (student loan interest) 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN you might be subject to backup withholding. See What is backup withholding? on page 2.*

- By signing the filled-out form you
- 1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued)
  - 2 Certify that you are not subject to backup withholding or
  - 3 Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable you are also certifying that as a U.S. person your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income and
  - 4 Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.

2019-327

EXHIBIT G

FIRM RESPONSE TO REQUEST FOR PROPOSAL, RFP 2019-327

**Cafeteria Management for Courthouse  
Solicitation #2019-327**

**Prepared By: Stephen E. Vitasek, President  
The Vitasek Leasing Co., Inc.  
DBA Collin County Courthouse Café  
2100 Bloomdale Rd., McKinney, Texas 75071  
PO Box 866877, Plano, Texas 75086  
Office 469-443-0406  
Fax 469-443-0489  
Cell 214-215-8589  
Email [steve.vitasek@gmail.com](mailto:steve.vitasek@gmail.com)**

## **6 2 1          Executive Summary Letter**

As the existing vendor for the cafe at the Collin County Courthouse, we have developed an extremely satisfied and loyal following of employees and people within the legal community. Our goal with seeking the contract renewal is to continue providing superior service and food to keep these groups happy and supportive.

When we took over the cafe after the previous vendor had their contract terminated, we worked very hard at building a base of customers from employees who had been very dissatisfied by previous vendor. We did this by providing superior service, a wide variety of foods inclusive of other cultures and at a price point designed to make it affordable for everyday.

Collin County Courthouse Cafe is a Collin County based small business. Owned by Rose Biase (80%) and Stephen Vitasek (20%). While qualifying as a Women Owned Business we have not completed the certification process.

Rose Biase currently works as the Senior Director of Revenue Management for the Hilton Hotels Corporation overseeing a worldwide staff of regional directors supervising the franchise portfolio of Hilton full-service hotels across the globe.

Contact Information	Rose Biase
Cell 972-567-2529	Email Rose Biase@hilton.com

Stephen Vitasek is the President and Executive Chef of Collin County Courthouse Cafe. After retiring as a Patrol Officer with the Plano Police Dept, he completed Culinary Training at the Collin County Community College District (Collin College). He is a graduate of Leadership Plano.

Contact Information	Stephen Vitasek
Cell 214-215-8589	Email steve.vitasek@gmail.com

## **6 3          Firm Overview**

6 3 1          Collin County Courthouse Cafe is a DBA of The Vitasek Leasing Company, Inc, a Plano based business. It is wholly owned by the operator. It has become the umbrella company this quarter as we have merged our school/catering business under this entity for tax purposes.

6 3 2          Principal Business Location

4717 Durham Drive, Plano, Texas 75093

Principal Kitchen Location

Cafeteria Management for Courthouse  
Solicitation #2019-327

2100 Bloomdale Rd , McKinney, Texas 75071

6 3 3 Principal Line of Business is Cafeteria Management and  
Corporate Catering

Collin County Courthouse Cafe believes in and provides the highest quality of fresh, made from scratch food that is possible We source as locally as possible and take pride in restaurant quality food We smoke our own meats, roast fresh turkey for sandwiches and make many of our own dressings, sauces and condiments

6 3 4 Texas Corporate Charter May 30, 2000  
Catering Business began in Spring 2004

6 3 5 Currently Collin County Courthouse Cafe is only location

6 3 6 The PISD bid we had for 15 years was terminated at the end of the school year and put up for bid A different company was selected from the new bid

6 3 7 Company is currently not for sale

6 3 8 Company is currently not involved in any lawsuits and has not been involved in any

**6 4 Proposed Project Team, Staff Qualifications, Experience**

6 4 1 Qualifications and Experience

Owner/Operator Stephen Vitasek  
Graduate Collin College Hospitality Program, Culinary Arts Program

Past Chair, Collin College Hospitality Program Advisory Board

He is also the CEO of The Vitasek Investment Company, Inc DBA Rose Food Service a full service catering company in operation since 2004

Chef Vitasek is a passionate advocate for Collin County having lived and worked here since 1982 He retired from the Plano Police Dept with numerous awards and commendations and has many friends and contacts within the legal system and government of Collin County

Cafeteria Management for Courthouse  
Solicitation #2019-327

These contacts give the cafe a bigger draw among the chief customer base of law enforcement and legal community creating a more vibrant and successful cafe, which enables Collin County to fulfill it's goal of creating a happier work force that is more productive and therefore saves the county thousands of dollars each year

Manager – Front End Stephanie Vitasek  
Responsible for operations in managers absence Has been working at location since original contract awarded

6 4 2 Owner/Operator is manager responsible for cafe operations and either he or the Front End Manager are on-site at all times the cafe is open

6 4 3 Staffing Requirements

Manager	-	One Position (Owner/Manager to Fill)
Cashier	-	One Position (Front End Manager to Fill)
Cook	-	One Position
Sous Chef	-	One Position
Grill Station	-	One Position
Salad	-	One Position

All current employees speak fluent English

All current employees desire to stay on with renewed contract

During 2019 there has been one employee laid off and no other employee turn-over

6 4 4 All employees are cross trained for each position in cafe to ensure employee growth Collin County Courthouse Cafe hires based on ability of the employee with no regard for race, sex or any other bias

6 4 5 Staffing Plan

Hours of Operation	-	Monday to Friday 7 30 am to 3 00 pm
Catering Hours	-	Monday to Friday 6 30 am to 9 00 pm (With advance notice)

All Employees work from open to close with part-time employees working as needed

We understand the nature of business within the courthouse and will be available to provide meals at all times necessary to assist the courts run in the most convenient, timely and cost effective manner as possible

## **6 5 Similar Projects**

6 5 1 Collin County Courthouse Cafe was the cafeteria provider (breakfast and lunch – five days a week) for the Rockwell Collins (Defense Contracting Company) plant in Richardson since 2004 - 2013. Because this is a defense contracting site all employees have had a background screening and drug test

Aramark took over responsibility for the Rockwell Collins national contract in 2008 and we were the only outside vendor to keep managing one of the cafeterias, all the rest were converted to Aramark management. Since that time we have worked with the Aramark personnel to coordinate company-wide initiatives. Rockwell Collins in 2004 had 1,100 employees working on site, but the location had experienced a slow down with the economy and currently had less than 600 employees on site when we ended our contract.

## **6 6 Implementation Plan**

6 6 1 Continue operations as currently being done

6 6 2 See Attachment

6 6 3 Collin County Courthouse Cafe is a customer service focused company. We do no advertising and rely on word of mouth from satisfied customers. We were proud to be selected this spring by the Plano Star Courier readers as the “People’s Choice” in the catering category.

We maintain a close communication with the Contract Supervisor (Misty Brown, Developmental Services) to insure free flow of information with county administration.

We will post standing easel signage, where allowed by County, to direct people to cafe and intend to utilize a Facebook page and Twitter account to advise people on menu items and specials as well as create interest and community support within the facility.



Cafeteria Management for Courthouse  
Solicitation #2019-327

We have received only one complaint in the since beginning the contract This was communicated immediately to the Contract Supervisor (Misty Brown, Developmental Services) Complaint was not valid and required no further follow-up

- 6 6 4 The posting requirement was deleted by client, however, we would attempt to answer any questions regarding nutrition and all employees are informed of ingredients should customers ask regarding allergies
- 6 6 5 Collin County Courthouse Cafe uses the standard Serve Safe guidelines available on line and through the City of McKinney Health Department
- 6 6 6 Collin County Courthouse Cafe would market to all county offices and each court We will post standing easel signage, where allowed by County, to direct people to cafe and intend to utilize a Facebook page and Twitter account to advise people on menu items and specials as well as create interest and community support within the facility

Collin County Courthouse Cafe strongly believes in having passionate advocates and satisfied customers is the best marketing

**6 7 Response to Section 5 0 – Scope of Work**

Vendor will continue to comply with all items in Section 5 0 – Scope of Work

Vendor would like the following addition to County Responsibilities

5 6 2 6 Collin County will be responsible for all refrigeration units owned by Collin County, to include the walk-in refrigerator/freezer

Justification – Vendor has already replaced the compressors in four out of five refrigerator units at considerable expense and cannot afford to replace again

## 6.8 References

### 6.1.7.1 Misty Brown, Collin County

Currently oversees contract with Collin County for management of café in courthouse.

#### **Erin Melsheimer, Collin County Bar Assoc.**

Email: [erin@melsheimerlaw.com](mailto:erin@melsheimerlaw.com)

Phone: 214.901.0322

No Formal Contract – Services Provided As Needed

Ms. Melsheimer has coordinated numerous events with us for various training seminars for the Bar Assoc.

#### **Shannon Kmak, Leadership Plano Coordinator**

Phone: 817.683.5546

Email: [Leadershipplano@planochamber.org](mailto:Leadershipplano@planochamber.org)

Contracted Yearly (September to May)

Ms. Kmak has coordinated numerous events with Leadership Plano.

#### **Cpt. Peggy Harrell, Plano Fire Rescue Service**

Email: [peggyha@plano.gov](mailto:peggyha@plano.gov)

Phone: 972.941.7421

No Formal Contract – Services Provided As Needed

Capt. Harrell has coordinated numerous events at the Fire Department facilities.

#### **Ginny Selman, Richland Collegiate High School**

Email: [vselman@dcccd.edu](mailto:vselman@dcccd.edu)

Phone: 972.761.6702

Contracted Yearly September 1 to June 1

Ms. Selman is Administrative Manager for the Richland Collegiate High School, located on the Richland College Campus. She has managed our contract for 5-6 years now.

**Stacie Ross, Plano Police Dept**  
Email stacier@plano.gov  
Phone 214 901 0322

Contract began November 2015 to Current (Renewed Yearly)

Ms Ross is the Plano Jail Administrative Assistant and manages our food service program at the jail for 5-6 years now

## **6 9 Financial Plan**

6 9 1 Vendor proposes continuing contract under same conditions as currently in place

Cafe operation is run at break-even point keeping prices low for customers in exchange for use of facility (previously approved by County Administrator) for catering operation

Operation is very dependent upon the work load of the courts and number of trials so there is an extremely wide range of daily sales that are very difficult to anticipate or plan for

6 9 2 Vendor proposes an initial five-year contract with annual review and an additional extension period of three to five years if mutually agreed upon

## **6 10 Supporting Materials**

6 10 1 Vendor is unsure what this request

## **6 11 Financial Statements**

6 11 1 See attached

## **7 1 Exceptions**

<u>Section Number</u>	<u>Required Service Unable to Perform</u>	<u>Steps Taken</u>
-----------------------	---	--------------------

5 6 1 1 3	Vendor maintain all equipment	See Note
-----------	-------------------------------	----------

Cafeteria Management for Courthouse  
Solicitation #2019-327

Note Vendor requests that county take over maintenance of the refrigeration units in the cafe Vendor has already paid for repairs to each of the units, several of which required new compressors at cost of over \$2000 each County already maintains the walk-in refrigerator/freezer unit as per agreement

Vendor proposes following change

5 6 2 6 Collin County will be responsible for all refrigeration units owned by Collin County, to include the walk-in refrigerator/freezer



Contract Amendment

One (1)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: The Vitasek Leasing Co., Inc.  
dba Collin County Courthouse Café  
4717 Durham Dr.  
Plano, TX 75093

Effective Date 01/1/2021  
Contract No. RFP 2019-327  
Contract Services: Cafeteria Management

Awarded by Court Order No.: 2020-036-01-13  
Amendment No.: 1 2020-2010-12-14

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Per Section 2.1: Commencement and Termination

1. Extension of contract for a one (1) year period as provided for in Section 2.1 of the Contract Documents. Contract shall be in effect from January 1, 2021 continuing through and including December 31, 2021.

2. ADD Force Majeure to Terms of Contract:

No party shall be liable or responsible to the other part, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

STEPHAN E. VITASEK (Print Name)

The Vitasek Leasing Co., Inc.  
dba Collin County Courthouse Café  
4717 Durham Dr.  
Plano, TX 75093

[Signature]  
SIGNATURE

TITLE: President  
DATE: 11-19-2020

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

DocuSigned by:  
Michelle Chamroski  
Michelle Chamroski

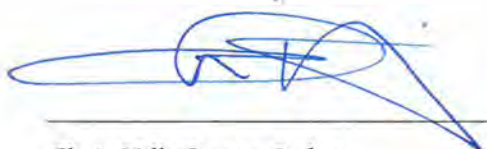
Purchasing Agent  
DATE: 12/21/2020

State of Texas § Court Order  
Collin County § 2020-036-01-13  
Commissioners Court §

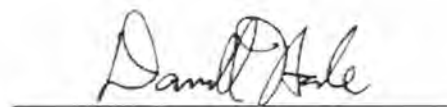
An order of the Collin County Commissioners Court approving a request to award a contract for products or services to be provided to the county.

In accordance with Texas Local Government Code section 262.027, the Collin County Commissioners Court hereby approves a request to award a contract for the following products or services to be provided to the county: *Services, Cafeteria Management for Courthouse (RFP No. 2019-327) to the sole proposer*, and further authorizes the Purchasing Agent to finalize and execute same, as detailed in the attached documentation.

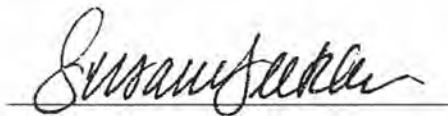
A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, January 13, 2020.



Chris Hill, County Judge



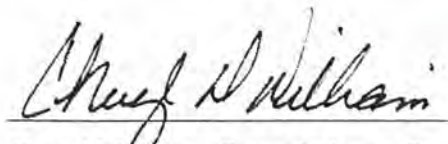
Darrell Hale, Commissioner, Pct 3



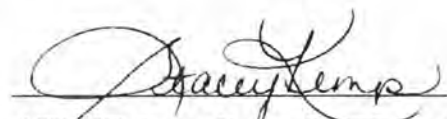
Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk






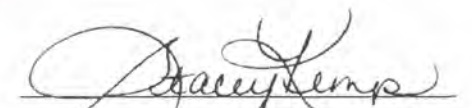
State of Texas §  
Collin County §  
Commissioners Court §

Court Order  
2020-2010-12-14

An order of the Collin County Commissioners Court approving an amendment to a contract.

The Collin County Commissioners Court hereby approves Amendment No. 1 to *Services: Cafeteria Management (RFP No. 2019-327)* with The Vitasek Leasing Co., Inc. d/b/a Collin County Courthouse Cafe to extend the contract for one (1) year through and including December 31, 2021, and further authorizes the Purchasing Agent to finalize and execute same.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, December 14, 2020.

  
Chris Hill, County Judge  
Susan Fletcher, Commissioner, Pct 1  
Cheryl Williams, Commissioner, Pct 2  
Darrell Hale, Commissioner, Pct 3  
Duncan Webb, Commissioner, Pct 4  
ATTEST: Stacey Kemp, County Clerk