



Collin County Purchasing

2021-230

Vending Services

Issue Date: 7/13/2021

Questions Deadline: 7/23/2021 05:00 PM (CT)

Response Deadline: 7/29/2021 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Gina Zimmer Buyer II

Address: Purchasing
Admin. Building
Ste.3160
2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Email: gzimmer@co.collin.tx.us

Event Information

Number: 2021-230
Title: Vending Services
Type: Invitation for Bid
Issue Date: 7/13/2021
Question Deadline: 7/23/2021 05:00 PM (CT)
Response Deadline: 7/29/2021 02:00 PM (CT)
Notes: The intended purpose for this Invitation for Bid is to describe Vending Services needed by Collin County. Collin County has determined the use of the designated premises will not interfere with the proper use of the Courthouse and/or other various County facilities and that a vending service is necessary for the convenience of those transacting business in the Courthouse and/or other various County facilities. Successful bidder agrees to furnish any and/or all equipment, fixtures, etc. necessary for the operation of a vending service for Collin County facilities

Billing Information

Contact: Accounts Payable
Address: Auditor
Jack Hatchell Admin. Bldg
Ste. 3100
2300 Bloomdale Rd
Ste. 3100
McKinney, TX 75071
Phone: 1 (972) 548-4733
Email: accountspayable@co.collin.tx.us

Bid Attachments

General_Instructions_Bid.docx

General Instructions - Bid

[View Online](#)

Terms_of_Contract_Bid_-_2.10.21.docx

Terms of Contract - Bid

[View Online](#)

Insurance_Requirements-minimum.docx

Minimum Insurance Requirements

[View Online](#)

Special_Conditions_and_Specifications_6.21.21.rtf

Special Conditions and Specifications

[View Online](#)

Attachment A - Current Pricing.pdf

Attachment A - current pricing

[View Online](#)

Attachment B - estimated gross sales, 12 month.pdf

Attachment B - estimated gross sales

[View Online](#)

Attachment C - microwave and stand.pdf

Attachment C - microwave and stand

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

HB 23-CIQ.docx

HB 23-CIQ

[View Online](#)

W9_2014.pdf

W-9

[View Online](#)

Legal Notice 6.17.21.doc

Legal Notice

[Download](#)

Requested Attachments

W-9

(Attachment required)

Conflict of Interest

If applicable

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 & Machine Installation

Please state number of days to complete delivery and installation of machines per 4.6 of Special Conditions and Specifications.

(Required: Maximum 1000 characters allowed)

4 Exceptions

Do you take exception 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 Surety Bond/Cashiers Check/Cash

I understand the deposit of cash, cashiers check or surety bond required if awarded per Special Conditions and Specifications 4.5. Please initial.

(Required: Maximum 1000 characters allowed)

7 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)

8 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

9 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1
0 Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1
1 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)

1
2 **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)

1
3 **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)

1
4 **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)

1
5 **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)

1
6**Anti-Collusion Statement**

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.

(Required: Maximum 1000 characters allowed)

1
7**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. Please initial.

(Required: Maximum 1000 characters allowed)

1
8**Notification Survey**

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?

☐ Plano Star Courier ☐ Plan Room ☐ Collin County eBid Notification ☐ Collin County Website

☐ Other

(Required: Check only one)

1
9**Bidder Acknowledgement**

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder 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 Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 **VENDOR FEE: Commission to be Paid to County**
(Response required)

Item Notes: See 4.14 of Special Conditions and Specifications regarding Commission payment information to the County.

Supplier Notes: _____

Total: %

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

2 **PRODUCT SAMPLING: COLD BOTTLE DRINKS - Water**
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: Water: 20 oz bottled water, industry standard and/or traditional size containers. Bidder shall include water in all cold drink machines in every location.

Supplier Notes: _____

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

3 **PRODUCT SAMPLING: COLD BOTTLE DRINKS - 20 oz Flavored Water**
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: Assorted flavored waters - Example: Included but not limited to Propel, Powerade, Vitamin Water, etc.

Supplier Notes: _____

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

4 **PRODUCT SAMPLING: COLD BOTTLE DRINKS - 20 oz Sodas & Non-Carbonated Beverages**
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: Assorted sodas and non-carbonated beverages, diet and caffeine free drinks, water, tea and lemonade - 12 oz can for drinks other than water - Bottled water only. Example: Included but not limited to Coke, Sprite, Dr. Pepper, Diet Dr. Pepper, Pepsi, Mountain Dew, Fresca, Minute Maid, Nestea, etc.

Supplier Notes: _____

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

5 **PRODUCT SAMPLING: COLD CAN DRINKS - 12 oz Sodas and Non-Carbonated Beverages**
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: Assorted sodas and non-carbonated beverages, diet and caffeine free drinks, water, tea and lemonade - 12 oz can for drinks other than water - Bottled water only. Example: Included but not limited to Coke, Sprite, Dr. Pepper, Diet Dr. Pepper, Pepsi, Mountain Dew, Fresca, Minute Maid, Nestea, etc.

Supplier Notes: _____

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

6 **PRODUCT SAMPLING: COLD CAN DRINKS - Juice, 12 oz can***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

7 **PRODUCT SAMPLING: Chips, various 1 oz bag***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

8 **PRODUCT SAMPLING: Baked Chips, various 1 oz bag***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

9 **PRODUCT SAMPLING: Vanilla Wafers***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

10 **PRODUCT SAMPLING: Candy Bars, various brands***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **PRODUCT SAMPLING: Vanilla Mini Cookies****1** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **PRODUCT SAMPLING: Shortbread Cookies****2** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **PRODUCT SAMPLING: Lemon Cookies****3** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **PRODUCT SAMPLING: Chocolate Chip Cookies****4** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **PRODUCT SAMPLING: Tiny Twist Pretzels****5** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **6** **PRODUCT SAMPLING: Homestyle Chocolate Chip Cookies***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **7** **PRODUCT SAMPLING: Nutri Grain Bar***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **8** **PRODUCT SAMPLING: Crackers - Peanut Butter***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1 **9** **PRODUCT SAMPLING: COLD FOOD - Yogurt - minimum 6 oz container***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **0** **PRODUCT SAMPLING: COLD FOOD - Chicken Salad Sandwich***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **1** **PRODUCT SAMPLING: COLD FOOD - Tuna Salad Sandwich***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **2** **PRODUCT SAMPLING: COLD FOOD - Ham and Cheese Sandwich***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **3** **PRODUCT SAMPLING: COLD FOOD - Shaved Roast Beef Sandwich***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **4** **PRODUCT SAMPLING: COLD FOOD - Shaved Turkey Sandwich***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **5** **PRODUCT SAMPLING: COLD FOOD - Pimiento Cheese Sandwich***(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **PRODUCT SAMPLING: COLD FOOD - Breakfast Croissant****6** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **PRODUCT SAMPLING: MICROWAVEABLE SNACK ITEM - Popcorn****7** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - 8 oz. Pizza****8** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

2 **PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Sausage Biscuits****9** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$ Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

3 **PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Hot Pockets****0** *(Response required)*Quantity: 1 UOM: each Unit Price: \$ Total: \$

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

Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Alternate specification
-
- (Attach separate sheet)
-
- ☐
- Additional notes
-
- (Attach separate sheet)

3 **1** **PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - BBQ Beef**

(Response required)

Quantity: 1 UOM: each Unit Price: Total:

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

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3 **2** **PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Steak Sandwich**

(Response required)

Quantity: 1 UOM: each Unit Price: Total:

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3 **3** **PRODUCT SAMPLING: MICROWAVEABLE FOOD ITEM - Hot Dog**

(Response required)

Quantity: 1 UOM: each Unit Price: Total:

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

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than 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 IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountvtx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award

document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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

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

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

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

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

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

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 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.

2.38 Force Majeure: No party shall be liable or responsible to the other party, 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 such Force Majeure Event.

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

3.0 INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 AUTHORIZATION: By order of the Commissioners Court of Collin County, Texas sealed bids will be received for **IFB 2021-230, Vending Services**. Collin County reserves the right to award this bid in the best interest of the County.

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

4.3 TERM: Provide for a term contract commencing on December 1, 2021, and continuing through and including November 30, 2022, with the option of four (4) one (1) year renewals.

4.3.1 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12), twenty-four (24), thirty-six (36), and forty-eight (48) month anniversary dates of the contract. The anniversary date for this contract will be December 1st of each year. All requests for price re-determination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates; Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A; Insurance Coverage Rates; etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.3.2 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

4.4 FUNDING: Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

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

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

- 4.6 DELIVERY AND SCHEDULING TIME: Within 30 days of award or no later than 30 days before the commencement of the contract, the successful bidder shall be required to schedule installation of the machines with the County and current provider. This schedule, to be approved by the County representative, shall coincide with the scheduled removal of the current provider's vending machines that corresponds with the new contract term commencing December 1, 2021. Collin County anticipates that the successful bidder shall install machines on a schedule that provides uninterrupted services if at all possible. Bidder shall state in the space provided on the bid form the number of days required after receipt of order (ARO) to install machines at the County's designated locations. Collin County must be notified and approve of intended installation schedule.

- 4.7 SERVICING TIME: All machine locations listed as "PRIORITY" are used twenty-four (24) hours per day, seven (7) days per week and shall be serviced a minimum of three (3) days per business week (Monday through Friday, 8am to 5pm), and as necessary to maintain proper stocking of machines.

All other machine locations shall be serviced once weekly or as necessary to maintain machines and to stock sufficient product during standard business hours (Monday through Friday 8am to 5pm).

Collin County reserves the right to increase or decrease the number of days for servicing based on usage at each location. Successful bidder must service and/or repair breakdown of machines within forty-eight (48) hours of notification by County.

- 4.8 INSTALLATION, MACHINE LOCATION AND MACHINE REQUIREMENTS: Vending locations and/or machine requirements listed herein are to be considered MINIMUM. Collin County may add or relocate offices in the future and it is anticipated that machines will be added and deleted from various buildings. Collin County may require successful bidder to equip additional vending locations not specified in this IFB. Additional vending machines or vending machine types may also be required and installed at locations listed herein. Collin County reserves the right to add or delete machines required as it deems to be in the best interest of the County without change in the percentage of commissions to be paid to the County. All terms, conditions and fees contained in this bid shall apply.

Collin County reserves the right to approve all vending machines before installation and require replacement or removal of machines which for any reason are not considered acceptable. All machines shall be current models and in good working condition. If machine cannot be maintained in operational order or if constantly in need of repair, machine shall be replaced. No old, outdated or obsolete machines shall be used in any areas. Machines with dents, cracks, paint chips, etc. shall not be acceptable. Successful bidder shall repair or replace such equipment at their expense and there will be no fee to Collin County.

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

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

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

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

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

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

4.12.2 All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale.

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

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

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

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

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

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

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

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

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

4.14.1 Successful bidder shall remit payment on or before the twentieth (20th) day of each month for the preceding calendar month.

4.14.2 Payment shall be sent to: **Collin County Purchasing, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071**. Payment must have a monthly sales report which includes the monthly total sales for each location.

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

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

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

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

4.15 GENERAL REQUIREMENT: All machines must have Credit Card Reader capability in addition to a bill/coin acceptor.

4.15.1 Product pricing must be the same to the consumer whether using cash, credit, or debit. No additional service fees are allowed for credit or debit.

4.15.2 If credit or debit causes a "pricing hold" to the consumer by a banking or credit institution, a sign, with wording approved by County, must be created and affixed to machines by the Contractor so consumers are aware of the hold.

4.16 Anticipated machines and/or equipment type to be deployed and serviced are:

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

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

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

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

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

Cold Sandwich Wedges:

Ham and Cheese
Shaved Roast Beef
Shaved Ham and Mustard
Shaved Turkey
Pimento Cheese Spread

Chicken Salad
Tuna Salad
Ham Salad

Microwave Sandwiches:

Bacon Cheeseburger
Roast Beef on Onion Roll
Ham and Cheese on Onion Roll
Sub Sandwich
Chili Dogs
Poor Boy
Sausage, Egg & Cheese on Toast
Pizza

Burritos
Hamburger
Steak Sandwich
Chopped BBQ
Breakfast Croissant
Chicken Fried Steak
Hot Pockets
Sausage and Biscuits

Plates Entrees and Other Items:

Pancakes & Smokies
Chicken Nuggets Plate
Garden Salad
Baked Potato Plate
Beans and Cornbread
Bacon Egg and Cheese
Sausage Egg and Cheese

French Toast/Sausage
Muffins
Milk (Various)
Juice (various)
Ham, Egg and Cheese
Yogurt

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

- 4.17 VENDING LOCATIONS: Locations with a “PRIORITY” designation must be stocked twenty-four (24) hours per day, seven (7) days per week. (See 4.7 SERVICING TIMES) Collin County reserves the right to add or delete locations as it becomes necessary or deems to be in the County’s best interest without change in the percentage of commissions to be paid to the County. It is the bidder’s responsibility to review all locations and documents to gain a full understanding of the requirements of the bid.

The locations are:

- 1.) COURTHOUSE
2100 Bloomdale Road
McKinney, TX 75071

- Bottle cold beverage machine (3 – at least 1 must be glass front)
- Snack machine (1)
- Healthy combo machine (1)
- Bill changer machine (1) – to be provided and maintained by vendor

- 2.) ADMINISTRATION
2300 Bloomdale Road
McKinney, TX 75071
- Bottle cold beverage machine (1 - with glass front)
 - Snack machine (1)
- 3.) ADULT DETENTION CENTER (JAIL STAFF AREA) ****PRIORITY****
4300 Community Ave.
McKinney, TX 75071
- Bottle cold beverage machine (2)
 - Snack machine (1)
 - Cold food machine (1)
 - Microwave with cabinet (2) (See Attachment C and 4.16.5)
 - Bill changer machine (1) – to be provided and maintained by vendor
- 4.) SHERIFF'S ADMINISTRATION ****PRIORITY****
4300 Community Ave.
McKinney, Texas 75071
- Bottle cold beverage machine (1)
 - Snack machine (1)
- 5.) FACILITIES CENTRAL PLANT ****PRIORITY****
4600 Community Ave.
McKinney, Texas 75071
- Bottle cold beverage machine (1)
 - Snack machine (1)
- 6.) FIRE MARSHALL
4690 Community Ave.
McKinney, Texas 75071
- Bottle cold beverage machine (1)
 - Snack machine (1)
- 7.) JUVENILE PROBATION-McKinney/JJAEP ****PRIORITY****
4690 Community Ave.
McKinney, Texas 75071
- Bottle cold beverage machine (1)
 - Snack machine (1)

- 8.) JUVENILE DETENTION ****PRIORITY****
4700 Community Ave.
McKinney, Texas 75071

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

- 9.) ANIMAL CONTROL FACILITY
4750 Community Ave.
McKinney, Texas 75071

Machines at this location must be smaller units due to doorway size.

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

- 10.) MINIMUM SECURITY ****PRIORITY****
4800 Community Ave.
McKinney, Texas 75071

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

- 11.) PUBLIC WORKS/EQUIPMENT SERVICES
700 Wilmeth Rd.
McKinney, Texas 75069

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

- 12.) RED BARN (behind Public Works)
700 Wilmeth Rd.
McKinney, Texas 75069

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

- 13.) MEYERS PARK & EVENT CENTER
7117 Co Road 166
McKinney, Texas 75071

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

- 14.) HEALTHCARE
825 N. McDonald St.
McKinney, TX 75069
- Bottle cold beverage machine (1)
 - Snack machine (1)
- 15.) JUVENILE PROBATION - Plano
900 E. Park
Plano, Texas 75074
- Bottle cold beverage machine (1)
- 16.) ADULT PROBATION - Plano
920 E. Park
Plano, Texas 75074
- Bottle cold beverage machine (1)
 - Snack machine (1)
- 17.) WIC - Plano
920 E. Park
Plano, Texas 75074
- Bottle cold beverage machine (1)
 - Snack machine (1)
- 18.) MUNICIPAL COURT - Plano
920 E. Park
Plano, Texas 75074
- Bottle cold beverage machine (2)
 - Snack machine (1)

ATTACHMENT A - current pricing

Product	Price
20 oz. Bottles	\$ 1.50
20 oz. Flavored water	\$ 2.00
1 oz. Chips	\$ 0.75
Candy	\$ 1.25
Cookies	\$ 0.95
Crackers w/peanut butter	\$ 0.85
Sandwiches	\$ 3.00

ATTACHMENT B - estimated gross sales

Prod. Month = Location	<u>Mar-19</u>	<u>Apr-19 (1)</u>	<u>May-19</u>	<u>Jun-19</u>	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Total Year</u>
Admin. Bldg.	\$463.90	\$436.70	\$457.00	\$384.85	\$499.73	\$335.85	\$344.10	\$402.05	\$381.90	\$309.00	\$212.25	\$297.15	\$4,524.48
Animal control	\$350.00	\$329.48	\$332.60	\$442.94	\$674.67	\$383.20	\$460.60	\$468.15	\$413.75	\$430.50	\$289.55	\$267.10	\$4,842.54
Adult Detention	\$1,555.50	\$1,464.22	\$1,442.80	\$970.39	\$1,233.00	\$854.45	\$961.50	\$1,074.05	\$813.05	\$1,061.30	\$785.80	\$750.90	\$12,966.96
Plano Adult Porbation	\$105.00	\$98.83	\$86.35	\$85.93	\$86.24	\$91.75	\$95.90	\$114.20	\$90.05	\$68.95	\$85.50	\$176.60	\$1,185.30
Courthouse	\$1,619.20	\$1,524.17	\$1,920.25	\$2,023.89	\$2,162.85	\$2,040.20	\$1,367.30	\$1,999.85	\$1,779.00	\$1,748.90	\$1,567.65	\$2,411.70	\$22,164.96
Facilities Central Plant	\$186.50	\$175.57	\$275.35	\$193.92	\$216.72	\$197.90	\$49.35	\$225.25	\$8.20	\$158.90	\$136.30	\$151.20	\$1,975.16
Frisco Sub Courthouse	\$653.25	\$614.91	\$540.75	\$446.75	\$735.50	\$493.25	\$555.60	\$498.85	\$401.25	\$374.90	\$507.15	\$303.85	\$6,126.01
Juvenile Detention	\$293.90	\$276.65	\$378.20	\$297.22	\$356.70	\$359.55	\$290.75	\$443.95	\$269.75	\$358.75	\$327.30	\$224.75	\$3,877.47
Plano Juvenile Probation	\$87.40	\$82.26	\$103.00	\$105.68	\$92.98	\$75.00	\$73.75	\$85.85	\$59.35	\$57.15	\$66.45	\$30.15	\$919.02
Meyers Park	\$121.60	\$114.48	\$199.20	\$63.68	\$270.46	\$61.15	\$105.65	\$116.85	\$135.00	\$130.60	\$217.45	\$55.00	\$1,591.12
Public Works	\$156.00	\$146.83	\$194.00	\$116.92	\$190.19	\$94.75	\$87.30	\$161.80	\$118.50	\$116.50	\$161.95	\$131.70	\$1,676.44
Fire Marshal	\$56.50	\$53.17	\$94.90	\$63.64	\$41.46	\$107.35	\$19.85	\$153.95	\$44.85	\$78.20	\$53.70	\$40.85	\$808.42
Healthcare	\$87.75	\$82.61	\$91.60	\$74.19	\$174.48	\$61.50	\$92.15	\$120.60	\$94.60	\$166.50	\$34.90	\$58.45	\$1,139.33
Mimimum Security	\$304.10	\$286.26	\$336.15	\$279.51	\$358.78	\$268.45	\$284.70	\$311.20	\$245.00	\$260.60	\$269.85	\$160.60	\$3,365.20
Red Barn	\$156.50	\$147.30	\$82.70	\$40.81	\$255.45	\$123.20	\$143.40	\$151.00	\$112.50	\$119.25	\$85.25	\$103.25	\$1,520.61
Sheriff's Admin.	\$253.50	\$238.61	\$376.75	\$335.99	\$357.43	\$289.95	\$281.35	\$435.25	\$247.50	\$219.20	\$323.65	\$161.90	\$3,521.08
Plano WIC	<u>\$30.40</u>	<u>\$28.61</u>	<u>\$18.30</u>	<u>\$28.14</u>	<u>\$21.41</u>	<u>\$29.60</u>	<u>\$7.00</u>	<u>\$39.20</u>	<u>\$30.90</u>	<u>\$20.95</u>	<u>\$22.50</u>	<u>\$21.25</u>	<u>\$298.26</u>
Total Gross Sales (2)	<u>\$6,481.00</u>	<u>\$6,100.65</u>	<u>\$6,929.90</u>	<u>\$5,954.45</u>	<u>\$7,728.05</u>	<u>\$5,867.10</u>	<u>\$5,220.25</u>	<u>\$6,802.05</u>	<u>\$5,245.15</u>	<u>\$5,680.15</u>	<u>\$5,147.20</u>	<u>\$5,346.40</u>	<u>\$72,502.35</u>

(1) Did not receive a detailed breakdown of April, 2019 sales - had to prorate.

(2) Commissions received = 23% of sales.

ATTACHMENT C – Microwave and Stand



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (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.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th 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 84th 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

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

For a listing of current Collin County Officers:

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

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

Facilities:

Rick Monk - Director of Facilities

Laszlo Vadasz – Facilities Superintendent

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon – Assistant Purchasing Agent

Gina Zimmer – Buyer II

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

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 one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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 <i>How to get a TIN</i> on page 3. 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.	Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][][]
---	--

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.	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.

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.