



Collin County Purchasing

2022-163

Coffee: Services & Supplies

Issue Date: 8/9/2022

Questions Deadline: 8/25/2022 05:00 PM (CT)

Response Deadline: 9/8/2022 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Gina Zimmel, CPPB

Address: Purchasing

Admin. Building

Ste.3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4119

Fax: (972) 548-4694

Email: gzimmel@collincountytx.gov

Event Information

Number: 2022-163
Title: Coffee: Services & Supplies
Type: Request for Proposal - Other
Issue Date: 8/9/2022
Question Deadline: 8/25/2022 05:00 PM (CT)
Response Deadline: 9/8/2022 02:00 PM (CT)
Notes: Collin County is requesting proposals for Coffee: Services and Supplies. It is the intent of the following specifications to describe turnkey Coffee Services needed by Collin County. As part of the contract vendor shall furnish and maintain any and/or all equipment, fixtures, etc. necessary for the operation of Coffee Services for all Collin County facilities.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

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_Proposals_07.18.2022.docx

1.0 General Instructions RFP

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

Insurance_Requirements.doc

Minimum Insurance Requirements

[View Online](#)

Coffee RFP 4.0 - 7.0 7.26.22.docx

Evaluation Criteria, Special Conditions and Scope of Services, Proposal Format Requirements

[View Online](#)

Attachment A - Requirements.xlsx

Attachment A - Requirements (Requires submission with proposal)

[View Online](#)

Attachment B - Pricing.xlsx

Attachment B - Pricing (Requires submission with proposal)

[View Online](#)

Exhibit A - Estimated quantities and expenditures.xlsx

Exhibit A - Estimated quantities and expenditures

[View Online](#)

Exhibit B - Locations and equipment.xlsx

Exhibit B - Locations and equipment

[View Online](#)

HB23-CIQ.docx

HB23 - Information Regarding Conflict of Interest

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

Legal notice 7.13.22.docx

Legal notice

[View Online](#)

Requested Attachments

Proposal - including Attachment A and Attachment B

(Attachment required)

W-9

(Attachment required)

Conflict of Interest

if applicable

Bid Attributes

1	<p>eBid Notice</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
2	<p>Contact Information</p> <p>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.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
3	<p>Exceptions (for RFP/RFQ)</p> <p>Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>

4 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)

5 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)

6 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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

7 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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 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)

10 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
1 **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
2 **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
3 **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
4 **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
5 **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
6 **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
7 **Proposer Acknowledgement**

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.

(Required: Maximum 1000 characters allowed)

1
8 **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

1
9

Energy Company Boycotts

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

2
0

Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1

Submit your pricing on Attachment B - Pricing

(Line excluded from response total)

Supplier Notes: _____

Additional notes
(Attach separate sheet)

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

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 addenda which could ultimately render your Submittal 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 (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 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 RFPs and CSPs 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 Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs 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 RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. RFPs, and CSPs 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 RFP or CSP 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.

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 Offerors during the solicitation 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 Offeror 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 Offeror 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 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 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 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 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/Enginner 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 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 **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 contractor, 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 Contractors according to specific criteria and will elevate a certain number of Contractors 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 contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining Contractors or to elevate a contractor 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. Contractors may, at the discretion of the County, be contacted to submit clarifications or provide additional information. Once request has been made, Contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

4.1.1 Criteria assessed in Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.
- Contractors elevated to Level 2 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.
- Submit completed Attachment B: Pricing

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 100 Points)

4.1.2 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria. (See 6.0. Proposal Format):

Criteria evaluated in Level 2 include:

Points	Evaluation Criteria
40	Contractor Overall Price for Services and Product (Attachment B)
25	Contractor Ability to Provide Required Product and Services Including Proposed Equipment (6.4.1, 6.6, Attachment A)
10	Overall Quality and Taste of Offered Products (5.13, 6.4.2)
25	Experience and Management Practices (6.2, 6.3.1, 6.3.2)
100	Total Points

It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to the next level.

LEVEL 3 – DEMONSTRATION & INTERVIEWS (Maximum 30 Points) (OPTIONAL)

- 4.1.3 Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 130 points total.

Contractors may be invited to demonstrate their equipment and product on-site; however, demonstrations are at the sole discretion of the committee and the committee is not obligated to request a demonstration. The demonstration is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The demonstration is not meant as an opportunity for the contractor simply to provide generic background information about the corporation or its experience.

Points	Evaluation Criteria
20	Product Demonstration and Interview (OPTIONAL)
10	References – includes equipment, product, and maintenance (6.3.3)
30	Total Points

Product Demonstrations & Interviews

During the demonstrations and interviews, the County will assess the proposed product. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy, equipment and cost.

Proposals may be re-evaluated based upon Criteria in level 2.

The County reserves the right to bypass Product Demonstration and Interviews in Level 3 in the evaluation process and move directly to Level 4.

References

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the equipment and product, including maintenance.

LEVEL 4 – BEST AND FINAL OFFER

- 4.1.4 Contractors 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, contractor(s) will be identified as finalist(s) 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 RFP 2022-163 Coffee Services and Supplies.

5.2 **INTENT OF REQUEST FOR PROPOSAL:** Collin County is requesting proposals for Coffee: Services and Supplies. It is the intent of the following specifications to describe turnkey Coffee Services needed by Collin County. As part of the contract vendor shall furnish and maintain any and/or all equipment, fixtures, etc. necessary for the operation of Coffee Services for all Collin County facilities.

5.3 **TERM:** The contract term begins operations February 1, 2023 and continues through and including January 31, 2024. At Collin County's option and approval by the Contractor, the contract may be renewed for four (4) additional one (1) year terms. If either party refuses, fails or is unable to observe any of the terms or conditions of this contract for any reason, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract with sixty (60) days written notification.

5.3.1 **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.

5.4 **POINT OF CONTACT:** Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email Gina Zimmel, Buyer II at [gzimmel@co.collin.tx.us](mailto:gzimmer@co.collin.tx.us) .

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

5.6 **PRICE REDUCTION:** If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

5.7 **PRICE REDETERMINATION:** A price redetermination may be considered by Collin County only at the anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. Other documented price

adjustments such as direct cost, labor, materials, and/or delivery costs may be considered at the County's discretion. If the request is submitted and received within the required time frame, upon verification of documentation and approval by Purchasing, the adjustment will be submitted to Commissioners Court for approval. Contractor will be notified in writing upon approval.

- 5.8 DELIVERY/INSTALLATION: Contractor shall be required to place and complete installation of all coffee service units to County departments within ten (10) calendar days after award. Installation shall include, but not be limited to, filling units to appropriate water levels and setting appropriate temperature levels.
- 5.9 REQUIRED EQUIPMENT: Contractor shall provide all equipment necessary for coffee service at locations specified by Collin County at no additional cost. Contractor shall provide new/recent manufactured equipment. Equipment installed shall be Brewmatic, Bunn or County approved equal. Contractor shall maintain the equipment in good working order, repairing or replacing any/all defective equipment upon request by Collin County. Contractor shall hold harmless Collin County for any and/or all damages and/or claims arising from use of coffee service equipment as specified herein.

Additional glass coffee pots and brew baskets shall be furnished to the delivery locations for distribution to the departments at no additional charge to the County. The Contractor shall supply an additional coffee service unit at the delivery location for emergency use. Additional coffee service units may be required by Collin County and shall be supplied under the same terms and conditions as those outlined herein.

- 5.10 SUPPLIES: Collin County anticipates purchase from Contractor of coffee, coffee filters, decaffeinated coffee and additional coffee service products (cups, stirrers, sugar, sugar substitute, creamer, hot chocolate mix, tea bags, etc.) to be used in furnished coffee service units. A purchase order will be generated by Collin County for all coffee service products ordered. The purchase order number must appear on all delivery and/or billing documents.
- 5.11 SUPPLIES DELIVERY: Supplies delivery shall be made to the Collin County Courthouse Receiving Dock, 2100 Bloomdale Road, McKinney, TX 75071, between the hours of 9:00 am and 4:00 pm Monday through Friday; and the Collin County Justice Center Receiving Dock, 4300 Community Avenue, McKinney TX, 75071, between the hours of 8:00 am and 11:00 am or 1:00 pm and 4:00 pm Monday through Friday, unless otherwise stated on the Collin County Purchase Order. Collin County reserves the right to change, add or delete
- 5.12 MAINTENANCE: Contractor shall be required to make regular and systematic maintenance checks of all equipment supplied under this contract to include, but not limited to, maintaining appropriate water levels, maintaining appropriate temperature settings, and cleaning internal parts of the units to insure proper water flow.

Contractor shall provide proposed Maintenance Schedule with Proposal submittal. Contractor must furnish and change out water filters regularly and on schedule. Contractor must replace equipment and pots as they become worn out through normal use.

Contractor is responsible for the equipment maintenance 100%. The County is not responsible for any damages related to coffee makers and its accessories.

If any problems with malfunctioning equipment are reported, Contractor must provide response within one (1) business day for leaking equipment and inoperable equipment. Contractor must service or replace unit as needed.

- 5.13 SAMPLES: Bidder shall submit with their bid six (6) individual sample packets of each brand of coffee bid. When requested, additional samples shall be furnished free of expense to the County.

Collin County Purchasing
Attn: RFP 2022-163
2300 Bloomdale, Suite 3160
McKinney, TX 75071

- 5.14 BRAND MANUFACTURE REFERENCE: Any manufacturer's brand defined in the Scope of Services meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the County desires to purchase. Proposals for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The County reserves the right to determine products and support of equal value, and whether other brands or models meet the County's product and support needs.

- 5.15 APPROXIMATE USAGE/VALUE: This service is provided for usage by Collin County employees and jurors to be estimated at approximately 2000 persons. Estimated annual quantities for coffee and coffee supplies are listed for each item. See Exhibit A. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Coffee and coffee supplies will be ordered on an as-needed basis. Approximate annual value of this contract is \$90,000.

The minimum coffee service units required upon award is estimated at approximately one hundred twenty (121). See Exhibit B for locations and types of coffee units. Contractor shall be able to provide various size units to include one burner, two burner and three burner units. Awarded vendor shall supply same type or equal equipment currently in place. All vendors provided equipment shall be in new or like new conditions. Vendor shall provide routine maintenance of all equipment. Below is an estimate of the various type and size units currently in place or requested:

Pour Over Units: 71
One burner units: 3
Two burner units: 46
Three burner units: 22

*Only these areas that have the existing water supply hook ups shall receive an Automatic type of unit.

*Automatic Units: 50
Two burner units: 3
Three burner units: 47

- 5.16 BACKGROUND CHECK: All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

- 5.17 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.

No proposer whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful proposer 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 proposer's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 5.18 **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.
- 5.19 **SCOPE OF SERVICES:** Collin County is seeking a vendor(s) to provide coffee, equipment, supplies and related items for various County locations. This service shall include regular maintenance, required equipment, product and supplies. All fees must be listed in Attachment B: Pricing. Collin County reserves the right to purchase product and supplies independently of the awarded vendor if in the best interest of the County. Not all locations shall use all products listed. No guaranteed amount of product shall be purchased from the awarded vendor(s).
- 5.20 **REQUIREMENTS:** The County seeks proposals meeting or exceeding the following requirements outlined in "Attachment A: Requirements." Complete Attachment A and submit in accordance with section 6.4.

6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2 – 6.5 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of "agree", "confirmed", "will provide", "not applicable", or "exception taken" along with any additional information.** If an item is "not applicable" or "exception taken", contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

- 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://collincountytx.ionwave.net>. Proposals submitted online are preferred.
- 6.1.2 Proposals submitted via email, CD-ROM, or Flash Drive will not be accepted.
- 6.1.3 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 Vendor 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 COMPANY OVERVIEW

Contractor shall define the overall structure of the Company to include the following:

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 State the address and normal business hours of your local service location.
- 6.2.4 List the number of support personnel.
- 6.2.5 What is your primary line of business?
- 6.2.6 How long have you been selling product(s) and/or providing service(s)?
- 6.2.7 State the number counties/cities/businesses where this type of service is in use.
- 6.2.8 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.
- 6.2.9 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.3 EXPERIENCE & REFERENCES

- 6.3.1 Provide experience for each team member or key personnel on the project.
 - 6.3.1.1 Provide name
 - 6.3.1.2 Job title,
 - 6.3.1.3 Responsibilities
 - 6.3.1.4 Role on the project
 - 6.3.1.5 Number of years they have been in the role.
- 6.3.2 Provide project management practices

- 6.3.3 Provide a minimum of three (3) references. References with similar services are preferred. Include the following information for each reference:
 - 6.3.3.1 Name and address of the organization.
 - 6.3.3.2 Name and position of the contact within the organization.
 - 6.3.3.3 Contact's email address.
 - 6.3.3.4 Contact's phone number.
 - 6.3.3.5 Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last two (2) years.

6.4 GENERAL REQUIREMENTS

- 6.4.1 Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:
 - 6.4.1.1 How many days after award do you need before starting implementation of coffee units?
 - 6.4.1.2 Once implementation has started, state the number of days to complete delivery and installation of coffee units.
 - 6.4.1.3 Provide maintenance information, including:
 - 6.4.1.3.1 Any regularly scheduled maintenance services
 - 6.4.1.3.2 On-site maintenance response time, including spare parts or replacement unit availability.
 - 6.4.1.3.3 Equipment reliability / Failure rate. Specify the average number of service calls performed in one (1), twelve (12) month period for the proposed coffee units.
 - 6.4.1.4 Brand/Model with complete description including number of burners of proposed coffee makers for each location.
- 6.4.2 Provide detailed information about each product sample (See 5.13) that you are submitting pricing for on Attachment B.

6.5 PRICING/FEES

Contractor shall submit pricing requested in Attachment B: Pricing. Countywide pricing shall be consistent regardless of location or usage. (See Attachment B: Pricing)

6.6 REQUIREMENTS & DETAILED RESPONSE TO REQUIREMENTS

- 6.6.1 Contractor shall respond to all requirements in Attachment A: Requirements.
 - 6.6.1.1 Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
 - 6.6.1.2 Any responses that are answered as a "YES" mean that the system will fully comply with general requirement. Any responses that are answered as "NO" shall be included in your proposal as "Exceptions" with further explanation. Refer to Section 7.0 for more details on Exceptions.

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 it is understood that the contractor has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

	A	B	C	D	E	F
3	Reference Number	<p>IMPORTANT INFORMATION:</p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as "YES" mean that you will fully comply with general requirement. Any responses that are answered as "NO" shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications and bid attribute no. 3 for more details on Exceptions.</p>	Requirements that have a (*) require a detailed response or attachment	<u>Yes</u>	<u>No</u>	<p>Written Response: Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
4	GENERAL REQUIREMENTS					
5	A1	Contractor is able to furnish and maintain any and all equipment necessary for the operation of coffee services for all Collin County facilities for turnkey service.				
6	A2	Contractor is able to place and complete installation of all coffee service units to County departments in anticipation to begin operations by February 1, 2023.				
7	A3	Contractor will provide new/recently manufactured equipment in good working order.				
8	A4	Contractor will maintain the equipment in good working order, repairing or replacing any/all defective equipment upon request by Collin County.				
9	A5	Contractor will follow maintenance schedule supplied with proposal				
10	A6	Contractor provide response within one (1) business day for leaking equipment and inoperable equipment and service or replace unit as needed.				
11	A7	All Contractor employees that will be working on site shall pass a background check performed by Collin County before any work may be performed.				

ATTACHMENT B - PRICING (enter information into highlighted areas)

RFP #2022-163 Coffee: Services and Supplies

Delivery of ordered supplies will be F.O.B.to County designated location and all transportation charges are to be paid by the supplier to destination. Countywide pricing shall be consistent regardless of location or estimated usage. No other fees are allowed.

Pricing per product type		Estimated Quantity	UOM	Unit Price per case	Extended Price	Size of pre-measured packet (when applicable)	# of packets/bags/b oxes in case	Price broken down per each packet/bag/cup/lid or filter	Name of brand bid
1	Coffee - 100% Columbian (medium roast), pre-measured packets	1100	cases		\$ -				
2	Coffee - 100% Columbian (dark roast), pre-measured packets	1100	cases		\$ -				
3	Coffee - 100% Columbian (French roast), pre-measured packets	1100	cases		\$ -				
4	Coffee - House Blend, pre-measured packets	1100	cases		\$ -				
5	Coffee - House Blend, Decaffeinated, pre-measured packets	45	cases		\$ -				
6	Coffee Filters	8	cases		\$ -				
7	Styrofoam Cups - 8 oz. - 1000 ct	375	cases		\$ -				
8	Lids for 8 oz. Styrofoam Cups - 1000 ct	65	cases		\$ -				
9	Stir Stix 5" 1000 ct	12	cases		\$ -				
10	Sugar, individual packets	125	cases		\$ -				
11	Sugar, Equal, individual packets	75	cases		\$ -				
12	Sugar, Substitute Splenda, individual packets	75	cases		\$ -				
13	Sugar, Substitute Sweet-N-Low, individual packets	75	cases		\$ -				
14	Coffee Creamer, CoffeeMate, individual singles	125	cases		\$ -				
15	Coffee Creamer, International Delight, individual singles	125	cases		\$ -				
16	Hot Chocolate, individual packets Swiss Miss	26	cases		\$ -				
17	Hot Chocolate Sugar Free, individual packets	5	cases		\$ -				
18	Tea - Regular, individual packet	1	cases		\$ -				
19	Tea - Decaffeinated, individual packet	1	cases		\$ -				
20	Coffee - 100% Columbian (medium roast), 5 lb bag, ground	1	bags		\$ -				
21	Coffee - 100% Columbian (dark roast), 5 lb bag, ground	1	bags		\$ -				
22	Coffee - 100% Columbian (French roast), 5 lb bag, ground	1	bags		\$ -				
23	Coffee - House Blend, 5 lb bag, ground	1	bags		\$ -				
24	Coffee - House Blend, Decaffeinated, 5 lb bag, ground	1	bags		\$ -				
25	Coffee - 100% Columbian (medium roast), approx. 12 oz bag, ground	8500	bags		\$ -				
26	Coffee - 100% Columbian (dark roast), approx. 12 oz bag, ground	8500	bags		\$ -				
27	Coffee - 100% Columbian (French roast), approx. 12 oz bag, ground	8500	bags		\$ -				
28	Coffee - House Blend, approx. 12 oz bag, ground	8500	bags		\$ -				
29	Coffee - House Blend, Decaffeinated, approx. 12 oz bag, ground	1	bags		\$ -				
TOTAL:					\$ -				

20	Percentage off catalog/pricelist on any similar items required by Collin County not specifically addressed. (This percentage may range from 0% to 100%)	NA	%	
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EXHIBIT A - ESTIMATED QUANTITIES AND EXPENDITURES

SUPPORT SERVICES CONCESSIONS FY21 TOTALS

DESCRIPTION	CASES
COFFEE FILTERS	8
REGULAR HOT COCOA	26
SUGAR-FREE HOT COCOA	5
COFFEE BREAKFAST BLEND, 1.5 OZ	535
DECAF COFFEE, 1.5 OZ	5
IND. COFFEE CREAMER PACKETS, NON DAIRY	52
IND. SUGAR PACKETS	50
IND. SUGAR SUBSTITUTE PACKETS	40
REGULAR TEA BAGS	0
DECAF TEA BAGS	0
COFFEE STIRRERS	12
8 OZ STYROFOAM COFFEE CUPS	164
LIDS FOR 8 OZ COFFEE CUPS	16
	BAGS
COFFEE BREAKFAST BLEND, 12 OZ BAGS	8500
	Purchase Orders \$ 23,442.35
	Other \$ 45,274.00
	FY21 Expenditure Total: \$ 68,716.35

EXHIBIT B - LOCATIONS AND EQUIPMENT

COLLIN COUNTY LOCATIONS WITH COFFEE MACHINES

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO WATER LINE	WATER POUR OVER
CCL-1 Jury Deliberation	2	2100 BLOOMDALE RD.	20352	MCKINNEY	75071	3	X	
CCL-1 Judges Chambers Workroom	2	2100 BLOOMDALE RD.	20364C	MCKINNEY	75071	3	X	
CCL-2 Jury Deliberation	1	2100 BLOOMDALE RD.	10344	MCKINNEY	75071	3	X	
CCL-2 Judges Chambers Workroom	1	2100 BLOOMDALE RD.	10344	MCKINNEY	75071	3	X	
CCL-3 Jury Deliberation	1	2100 BLOOMDALE RD.	10256	MCKINNEY	75071	3	X	
CCL-4 Jury Deliberation	1	2100 BLOOMDALE RD.	10382A	MCKINNEY	75071	3	X	
CCL-4 Judges Chambers Workroom	1	2100 BLOOMDALE RD.	10332D	MCKINNEY	75071	3	X	
CCL-5 Jury Deliberation	2	2100 BLOOMDALE RD.	20382	MCKINNEY	75071	3	X	
CCL-5 Judges Chambers Workroom	2	2100 BLOOMDALE RD.	20382	MCKINNEY	75071	3	X	
CCL-6 Jury Deliberation	3	2100 BLOOMDALE RD.	30344	MCKINNEY	75071	3	X	
CCL-7 Jury Deliberation	3	2100 BLOOMDALE RD.	30364	MCKINNEY	75071	3	X	
CCL-7 Judges Chambers Workroom	3	2100 BLOOMDALE RD.	30372	MCKINNEY	75071	3	X	
CCL - MAIN HALL BACK LEFT	1	2100 BLOOMDALE RD.	12165	MCKINNEY	75071	3	X	
COUNTY CLERK PROBATE OFFICE	1	2100 BLOOMDALE RD.	12360	MCKINNEY	75071	3	X	
PROBATE JUDGE OFFICE	1	2100 BLOOMDALE RD.	12360	MCKINNEY	75071	3	X	
CSCD - MCKINNEY	1	2100 BLOOMDALE RD.	12262	MCKINNEY	75071	3	X	
AUXILIARY COURT# 3	1	2100 BLOOMDALE RD.	10146	MCKINNEY	75071	2		X
AUXILIARY COURT Jury Deliberation	1	2100 BLOOMDALE RD.	10146	MCKINNEY	75071	3	X	
AUXILIARY COURT D	2	2100 BLOOMDALE RD.	20288	MCKINNEY	75071	2		X
IT COURTHOUSE	LL	2100 BLOOMDALE RD.	00178	MCKINNEY	75071	3	X	
MENTAL HEALTH MANAGED COUNSEL/IT	2	2100 BLOOMDALE RD.	20209	MCKINNEY	75071	1		X
VICTIMS ASSISTANCE	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
FAMILY JUSTICE AREA	LL	2100 BLOOMDALE RD.	200	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY CAC	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY DVU/CIVIL	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY GRAND JURY	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY FELONY TRIAL	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY MISD. TRIAL	LL	2100 BLOOMDALE RD.	200	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY HOT CHECK DIV	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY APPEL	LL	2100 BLOOMDALE RD.	200	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY APPEL MAIN BREAK	LL	2100 BLOOMDALE RD.	100	MCKINNEY	75071	3	X	
DISTRICT ATTORNEY APPEL Police Lounge	LL	2100 BLOOMDALE RD.	20004	MCKINNEY	75071	2		X
DISTRICT ATTORNEY ABUSED VICTIMS LC	LL	2100 BLOOMDALE RD.	00096	MCKINNEY	75071	2		X
199TH DISTRICT COURT Jury	1	2100 BLOOMDALE RD.	10030	MCKINNEY	75071	3		X
219TH DISTRICT COURT Jury	2	2100 BLOOMDALE RD.	20132	MCKINNEY	75071	2		X
296TH DISTRICT COURT Jury	2	2100 BLOOMDALE RD.	20012	MCKINNEY	75071	3		X
296TH DISTRICT COURT Judges Chamber	2	2100 BLOOMDALE RD.	20012	MCKINNEY	75071	3		X
366TH DISTRICT COURT Jury	3	2100 BLOOMDALE RD.	30146	MCKINNEY	75071	2	X	
380TH DISTRICT COURT Jury	3	2100 BLOOMDALE RD.	30132	MCKINNEY	75071	2		X
380TH DISTRICT COURT Judges	3	2100 BLOOMDALE RD.	30132	MCKINNEY	75071	2		X
401ST DISTRICT COURT Judges Chamber	3	2100 BLOOMDALE RD.	30030	MCKINNEY	75071	3	X	
401ST DISTRICT COURT Jury	3	2100 BLOOMDALE RD.	30030	MCKINNEY	75071	3	X	
416TH DISTRICT COURT	2	2100 BLOOMDALE RD.	20030	MCKINNEY	75071	3		X
417TH DISTRICT COURT Judges Chamber	3	2100 BLOOMDALE RD.	30290	MCKINNEY	75071	2		X
417TH DISTRICT COURT Jury	3	2100 BLOOMDALE RD.	30290	MCKINNEY	75071	2		X
429TH DISTRICT COURT Jury	1	2100 BLOOMDALE RD.	10026	MCKINNEY	75071	3		X
468TH DISTRICT COURT Judges Chamber	2	2100 BLOOMDALE RD.	20276	MCKINNEY	75071	3	X	
468TH DISTRICT COURT Jury Deliberation	2	2100 BLOOMDALE RD.	20288	MCKINNEY	75071	2		X
469TH DISTRICT COURT Judges Chamber	3	2100 BLOOMDALE RD.	30014	MCKINNEY	75071	1		X
469TH DISTRICT COURT Jury Deliberation	3	2100 BLOOMDALE RD.	30014	MCKINNEY	75071	3		X
470TH DISTRICT COURT Jury Deliberation	2	2100 BLOOMDALE RD.	20142	MCKINNEY	75071	3		X
471ST DISTRICT COURT Judges Chamber	3	2100 BLOOMDALE RD.	30276	MCKINNEY	75071	3	X	
471ST DISTRICT COURT Jury Deliberation	2	2100 BLOOMDALE RD.	30286	MCKINNEY	75071	2		X
JUVENILE COURT JURY ROOM	3	2100 BLOOMDALE RD.	30282	MCKINNEY	75071	2		X
DISTRICT CLERK 3RD FLOOR	3	2100 BLOOMDALE RD.	30328	MCKINNEY	75071	2U,1L	X	
DISTRICT CLERK 1ST FLOOR	1	2100 BLOOMDALE RD.	12048B	MCKINNEY	75071	2	X	
JAIL HOLDING (TRANSFER)	LL	2100 BLOOMDALE RD.	00050	MCKINNEY	75071	2		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
TAX OFFICE BREAKROOM	2	2300 BLOOMDALE RD.	2182	MCKINNEY	75071	2		X
TAX OFFICE - MOTOR VECHICLE	2	2300 BLOOMDALE RD.	NO #	MCKINNEY	75071	3		X
JP 1	1	2300 BLOOMDALE RD.	1164	MCKINNEY	75071	2		X
COUNTY CLERK	2	2300 BLOOMDALE RD.	2106	MCKINNEY	75071	3	X	
AUDITOR	3	2300 BLOOMDALE RD.	3100	MCKINNEY	75071	3	X	
TREASURY	3	2300 BLOOMDALE RD.	3138	MCKINNEY	75071	2		X
IT DATA PROCESSING	3	2300 BLOOMDALE RD.	3198	MCKINNEY	75071	3	X	
BUDGET	4	2300 BLOOMDALE RD.	4100	MCKINNEY	75071	3	X	
HUMAN RESOURCES	4	2300 BLOOMDALE RD.	4117	MCKINNEY	75071	3	X	
ADMIN/COMMISSIONERS	4	2300 BLOOMDALE RD.	4192	MCKINNEY	75071	2		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
Sheriff Breakroom	SO 1	4300 Community Avenue		McKinney	75071	3	X	
Homeland Security	SO 1	4300 Community Avenue		McKinney	75071	3	X	
Jail Book-In	JO LL	4300 Community Avenue		McKinney	75071	2		X
Jail Transfer	JO LL	4300 Community Avenue		McKinney	75071	2		X
Jail Administration	JO 1	4300 Community Avenue		McKinney	75071	3	X	
Jail JCC	JO 1	4300 Community Avenue		McKinney	75071	2		X
Jail Warehouse	JO 1	4300 Community Avenue		McKinney	75071	2		X
Jail Infirmary	JO 1	4300 Community Avenue		McKinney	75071	2		X
Jail Cluster Control 1	JO 1	4300 Community Avenue		McKinney	75071	2		X
Jail Cluster Control 3	JO 1	4300 Community Avenue		McKinney	75071	2		X
Jail Cluster Control 4	JO 1	4300 Community Avenue		McKinney	75071	2		X
Jail Cluster Control 5	JO 1	4300 Community Avenue		McKinney	75071	2		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
FACILITIES MAINTENANCE 2nd Floor	2	4600 COMMUNITY AVE.	NA	MCKINNEY	75071	3	X	
FACILITIES MAINTENANCE	1	4600 COMMUNITY AVE.	NA	MCKINNEY	75071	3		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
JUVENILE PROBATION	1	4690 COMMUNITY AVE.	AEC174	MCKINNEY	75071	3	X	
JUVENILE JUSTICE ALT. EDUCATION PROC	1	4690 COMMUNITY AVE.	AEA118	MCKINNEY	75071	2		X
ENGINEERING/DEV SVC/FIRE MAR/EM	1	4690 COMMUNITY AVE.	200	MCKINNEY	75071	3		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
JUVENILE DETENTION	1	4700 COMMUNITY AVE.	NO #	MCKINNEY	75071	3	X	

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
ANIMAL CONTROL/SERVICES	1	4750 COMMUNITY AVE.	NA	MCKINNEY	75071	3	X	

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
MYERS PARK - THE LANDING (PARTY BAF	1	CR166/CR168		MCKINNEY	75070	2		X
MYERS PARK -THE LANDING (PARTY BARI	1	CR166/CR168		MCKINNEY	75070	3		X
MYERS PARK - SHOWN BARN Concession	1	CR166/CR168		MCKINNEY	75070	3		X
MYERS PARK - SHOWN BARN Concession	1	CR166/CR168		MCKINNEY	75070	3		X
MYERS PARK - SHOW BARN Office	1	CR166/CR168		MCKINNEY	75070	2		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
ELECTIONS	1	2010 REDBUD DR.	102	MCKINNEY	75069	2		X
ELECTIONS WAREHOUSE	1	2010 REDBUD DR.	102	MCKINNEY	75069	2		X

LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
PUBLIC WORKS Front	1	700A WILMETH RD.	N/A	MCKINNEY	75071	3		X
PUBLIC WORKS, RED BARN, WELD SHOP	1	700A WILMETH RD.	N/A	MCKINNEY	75069	2		X
PUBLIC WORKS, CONFERENCE ROOM UP	2	700A WILMETH RD.	N/A	MCKINNEY	75069	2		X

PUBLIC WORKS, FRONT OFFICE by entrar	1	700A WILMETH RD.	SC92	MCKINNEY	75069	3	X	X
PUBLIC WORKS, BREAKROOM Barn	1	700A WILMETH RD.	N/A	MCKINNEY	75069	3		X
PUBLIC WORKS, WELDING SHOP	1	700A WILMETH RD.	N/A	MCKINNEY	75069	2		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
PUBLIC WORKS, STOCKPILE	1	1269 N STATE HIGHWAY 78		FARMERSVILLE	75442	2		X
PUBLIC WORKS, STOCKPILE	1	1269 N STATE HIGHWAY 78		FARMERSVILLE	75442	2		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
MEDICAL EXAMINER	NA	700B WILMETH RD.	NA	MCKINNEY	75069	2		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
RECORDS/MICROFILM	1	825 N MCDONALD ST.	100	MCKINNEY	75069	2		X
RECORDS/MICROFILM BACK Office	1	825 N MCDONALD ST.	100	MCKINNEY	75069	3		X
HEALTHCARE	1	825 N MCDONALD ST.	110	MCKINNEY	75069	3	X	
HEALTHCARE	1	825 N MCDONALD ST.	50	MCKINNEY	75069	2		X
HEALTHCARE	1	825 N MCDONALD ST.	54	MCKINNEY	75069	2		X
HEALTHCARE	1	825 N MCDONALD ST.	60	MCKINNEY	75069	2		X
AG (COUNTY) EXTENSION	1	825 N MCDONALD ST.	150	MCKINNEY	75069	3	X	
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
TAX OFFICE FRISCO	2	6101 FRISCO SQ. BLVD.	2000	FRISCO	75034	2		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
CONSTABLE 4	1	8585 JOHN WESLEY DR.	100	FRISCO	75034	2		X
JP 4	1	8585 JOHN WESLEY DR.	130	FRISCO	75034	2		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
VETERANS & COUNTY CLERK SERVICES	1	900 E PARK BLVD.	P1108	PLANO	75074	2		X
HEALTHCARE - WIC	1	900 E PARK BLVD.	165	PLANO	75074	3		X
SUBSTANCE ABUSE	1	900 E PARK BLVD.	130	PLANO	75074	1		X
CSCD PLANO	2	900 E PARK BLVD.	200	PLANO	75074	3		X
TAX OFFICE PLANO	1	900 E PARK BLVD.	2000	PLANO	75074	3		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
JP 3-1	2	920 E PARK BLVD.	210	PLANO	75074	2		X
CONSTABLE 3	2	920 E PARK BLVD.	230	PLANO	75074	3		X
								POUR OVER
LOCATION	FLOOR	ADDRESS	SUITE	CITY	ZIP	BURNERS	AUTO	POUR OVER
JP 2 (LAVON)	1	1205 S. STATE HWY 78	NA	LAVON	75442	3		X

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:

Departments:

Javier Arreola – Budget
Steve Ganey – Information Technology
Johnny Jaquess – Sheriff's Office
Rhonda Kiesling – Public Works
Eddie Spence – Facilities

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon – Asst. Purchasing Agent
Gina Zimmer, CPPB – 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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(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.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.*