

CAFETERIA SERVICES AGREEMENT
2024-114

THIS AGREEMENT is by and between Collin County, a political subdivision of the State of Texas, with offices located at 2300 Bloomdale, McKinney, TX 75071 ("County") and Vitasek Leasing Company, Inc., a Texas corporation, with principal offices at 10910 Royal Devon Way, Lake Worth, FL 33449 ("Firm")

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

WHEREAS, Firm desires to perform such services for Client;

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

1. Scope of Services

1.1 County grants to Firm, as an independent firm, the exclusive right to provide and manage the County's cafeteria program, herein after referred to as "Services," to include management of the cafeteria located at 2100 Bloomdale, McKinney, TX 75071. Firm shall render the Services within the facility including but not limited to, the food preparation, serving, dining and storage areas designated for the Cafeteria program, all as more specifically described in the following: Exhibit A - Firm Responsibilities, Exhibit B - County Responsibilities, Exhibit C - Commission and Fees, Exhibit D - County provided equipment, Exhibit E - Insurance, Exhibit F - Collin County Request for Proposal, RFP No. 2024-114, and Exhibit G - Firm's response to Collin County Request for Proposal, RFP No. 2024-114.

2. Commencement and Termination

2.1 The agreement shall become effective as of January 1, 2025 for a five (5) year term unless sooner terminated as herein provided. It may thereafter be renewed upon written agreement of the Parties for one (1) additional five (5) year period.

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

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

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

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

3. Firm Responsibilities

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

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

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

3.4 Firm shall provide all services in Exhibit A.

4. County Responsibilities

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

5. Financial Arrangements

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

6. Insurance

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

7. Indemnity

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

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

8. Independent Contractor

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

9. Assignment and Subletting

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

10. Audits and Records

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

11. Complete Contract

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

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

12. Mailing of Notices

Notices, correspondence, and all other communications shall be addressed as follows; However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

If to Collin County:

Administration
County Administrator
2300 Bloomdale Rd, #4192
McKinney, TX 75069
972-548-3665

Purchasing
G Zimmel
2300 Bloomdale Rd., #3160
McKinney, TX 75071
972-548-4119
gzimmel@co.collin.tx.us

If to Firm:

Vitasek Leasing Company, Inc.
10910 Royal Devon Way
Lake Worth, FL 33449
469-443-0406
steve.vitasek@gmail.com

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

13. Miscellaneous

13.1 Paragraph Headings

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

13.2 Interpret Contract Fairly

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

13.3 Venue/Governing Law

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

13.4 Parties Bound

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

13.5 Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible effect.

13.6 Effective Date

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

13.7 Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Firm.

13.8 Observe and Comply

Firm shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

13.9 Expenses for Enforcement

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or 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.

13.10 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

[SIGNATURE PAGE FOLLOWS]

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 7/3/24


COLLIN COUNTY, TEXAS

By: 
Purchasing Agent

Court Order No: 2024-596-07-01

Date: June 6, 2024

VITASEK LEASING COMPANY, INC.

By: 

Title: PRESIDENT

ACKNOWLEDGMENT

FLORIDA
STATE OF TEXAS }
COUNTY OF Tarrant }
}

BEFORE ME, JAMIE HAND on this day personally appeared STEPHEN VITASEK of Vitasek Leasing Company, Inc., a Texas Corporation, known to me (or proved to me on the oath of _____ or through IN PERSON (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6 day of JUNE, 2024.

Jamie Hand
Notary Public, State of Texas
JAMIE HAND FLORIDA
Printed Name

My Commission expires on the 23 day of May, 2025



Jamie Hand
Notary Public
State of Florida
Comm# HH133042
Expires 5/23/2025

STATE OF TEXAS }
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of July, 2024.

Shay Purser
Notary Public, State of Texas
Shay Purser
Printed Name

My Commission expires on the 22 day of June, 2028

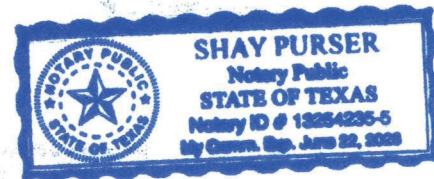


EXHIBIT A

RESPONSIBILITIES OF FIRM

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

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

- 1.14 Unless written approval is given from the County Administrator, management will have access to the site Monday- Friday 5:00 a.m. to 8:00 p.m.
- 1.15 Unless written approval is given from the County Administrator, food shall not be prepared on the premises for another non-County location and/or contract.
- 1.16 Firm will be subject to random environmental health inspections performed by Collin County environmental health inspectors.
- 1.17 Firm will be financially responsible for maintaining maintenance agreements for all kitchen equipment.
- 1.18 Firm will be responsible for repairs for all kitchen equipment.
- 1.19 Firm will be responsible for all interior finish out (signage, decorations, etc.)
- 1.20 Firm shall be responsible for all data and telecom services and infrastructure. This includes phone and credit card capabilities.
- 1.21 If needed by Firm, Firm shall supply a dishwasher.
- 1.22 Firm will provide signage in the cafeteria notifying patrons on how to contact Firm if customers have comments/complaints via phone and e- mail address.
- 1.23 Firm shall respond to communication from the Collin County designated project manager within 48 hours.
- 1.24 Commission Checks will be mailed to Collin County, Treasury Office, Suite 3138, McKinney, TX 75071 when Exhibit C Commission and Fees applies.

EXHIBIT B

RESPONSIBILITIES OF COUNTY

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

EXHIBIT C

COMMISSION AND FEES

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

- a. A minimum monthly payment of \$1,000 shall be paid to the County unless a temporary pause in payments is allowed by Commissioners Court by Court Order.
- b. In addition to the minimum monthly payment of \$1,000, the County will receive 50% of the profits for the prior month where sales exceeded \$30,000.

EXHIBIT D
County Provided Equipment

- List of Kitchen Equipment

*Map of kitchen may vary from actual list of kitchen equipment. It is the proposers responsibility to review the kitchen area and equipment during the pre-bid walk-thru.

ITEM	QUANTITY	DESCRIPTION	SUPPLIER	REMARKS
101	LOT	THREE COMP. SINK W/ POT RACK & RACK SHELF	KEC	DISPOSER CONE
102	ONE	DISPOSER WI PRE-RINSE	KEC	
103	LOT	PREP TABLE W/ SINK, SHELF & UTENSIL RACK	KEC	DRAWER
104	ONE	1300LB ICE MAKER	KEC	WATER FILTER
105	ONE	ICEBIN	KEC	
106	LOT	TRENCH DRAIN/GRATE	KEC/PC	PAN BY KEC, DRAIN BY PC
225	LOT	COOLER/FREEZER SHELVING	KEC	4 TIER
108	LOT	WALK-IN REFRIGERATOR/FREEZER ASSEMBLY	KEC	
109	LOT	COOLER/FREEZER REFRIGERATION SYSTEM	KEC	RACK SYSTEM - VERIFY LOCATION
110	LOT	DRY STORAGE SHELVING	KEC	5-TIER. 86" POSTS
111	ONE	CARBONATOR	VFNI	
112	LOT	BAG-N-BOX SYSTEM W/ RACK	VF/VI	WATER FILTER
113	LOT	EXHAUST HOOD WI SUPPLY PLENUM	KEC	S/S WALL PANELS
114	ONE	SIX BURNER RANGE W/ OVEN	KEG	
115	ONE	DOUBLE CONVECTION OVEN	KEG	
116	ONE	DOUBLE STEAMER	KEC	WATER FILTER
117	ONE	PREP TABLE W/ SINKS & SHELF	KEC	
118	LOT	FIRE SUPPRESSION SYSTEM	KEG	
119	TWO	POT & PAN RACK	KEC	
120	ONE	REACH-IN REFRIGERATOR	KEC	
121	LOT	TRENCH DRAIN/GRATE	KEC/PC	PAN BY KEG, DRAIN BY PC
122	ONE	30 GALLON TILT SKILLET	KEG	FILL FAUCET
201	LOT	REACH-IN REFRIGERATOR/FREEZER	KEC	
202	ONE	36" CHAR BROILER	KEG	
203	ONE	36"GRIDDLE	KEC	
204	ONE	REFRIGERATED EQUIPMENT STAND	KEC	
205	LOT	FRYERS WIFILTER & DUMP STATION	KEC	
206	LOT	EXHAUST HOOD W/ SUPPLY PLENUM	KEC	S/S WALL PANELS
207	ONE	SANDWICH MAKE-UP REFRIGERATOR	KEC	
209	SIX	375 WATT SUSPENDE HEATED LAMPS	KEC	
210	ONE	BUIIT-IN HEATED SURFACE	KEC	
211	LOT	BREATH PROTECTORS	KEC	
212	LOT	GRILL SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS

213	LOT	HOT ENTREE SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS
214	ONE	BACK COUNTER	KEC	
215	ONE	UNDERCOUNTER WARMING CABINET	KEC	
216	ONE	AREA FOR PANINI GRILL (GRILL NOT PROVIDED)	KEC	
217	ONE	BUILT-IN HEATED SURFACE	KEC	
218	TWO	DROP-IN SOUP WELL	KEC	
219	LOT	BEVERAGE COUNTER	KEC	
220	ONE	DELI COUNTER	KEC	PROVIDE CUTTING BOARDS
221	ONE	DROP-IN REFRIGERATED COLD PAN	KEC	PROVIDE LOUVER
224	ONE	ICE/SODA DISPENSER W/ 700LB ICE MAKER	VFNI	ICE MAKER W/ FILTER BY KEC
225	ONE	GLASS FRONT REFRIGERATOR	KEC	
227	ONE	CASHIER COUNTER	KEC	
230	ONE	WORKTABLE W/ SHELF	KEC	
232	ONE	BEVERAGE/CASHIER COUNTER	KEC	
233	ONE	SOUP/SALAD COUNTER	KEC	
234	LOT	CONVECTION/MICROWAVE OVEN W/ STAND	KEC	

EXHIBIT E

INSURANCE REQUIREMENTS

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

1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent firms, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the firm must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the Texas Division of Workers' Compensation (DWC)).

1.2.1 By signing this contract or providing or causing to be provided a certificate of coverage, the firm is representing to the governmental entity that all employees of the firm who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the firm to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.2.2 The firm's failure to comply with any of these provisions is a breach of contract by the firm, which entitles the governmental entity to declare the contract void if the firm does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

2. The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

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

3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

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

3.3 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.

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

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

4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

5. 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:

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

5.2 Sets forth the notice of cancellation or termination to Collin County

EXHIBIT F

County Request for Proposal 2024-114



Collin County Purchasing

2024-114

Services, Cafeteria Management for the Courthouse

Issue Date: 2/13/2024

Questions Deadline: 2/29/2024 05:00 PM (CT)

Response Deadline: 3/14/2024 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: G Zimmel

Address: Purchasing

Admin. Building

Ste.3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: 1 (972) 548-4119

Fax: 1 (972) 548-4694

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

Event Information

Number: 2024-114
Title: Services, Cafeteria Management for the Courthouse
Type: Request for Proposal - Other
Issue Date: 2/13/2024
Question Deadline: 2/29/2024 05:00 PM (CT)
Response Deadline: 3/14/2024 02:00 PM (CT)
Notes: The intent of Collin County is to solicit proposals from qualified vendors for a term contract for Services, Cafeteria Management for the Courthouse. The vendor shall occupy and maintain in a safe and healthy manner the allotted space and provide a basic menu of high quality, varied meals, snacks and beverages. It is the responsibility of the vendor to establish, review and control the menu selection, pricing, and portion sizes of all items for sale.

Ship To Information

Address: 2100 Bloomdale Rd.
McKinney, TX 75071

Billing Information

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

Bid Activities

Pre-Proposal Conference

2/28/2024 10:00:00 AM (CT)

A non-mandatory pre-proposal conference is scheduled for Wednesday, February 28, 2024 at 10:00 AM. We will meet at the County logo between the escalators (go through security), Russell A. Steindam Courts Building, 2100 Bloomdale, McKinney, TX 75071. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.

Bid Attachments

General_Instructions_Proposals_07.18.2022.docx

[View Online](#)

1.0 General Instructions RFP

Terms_of_Contract_Proposals_-_2.10.21.docx

[View Online](#)

2.0 Terms of Contract - Proposals

Insurance 1.4.24.doc

[View Online](#)

3.0 Insurance Requirements

4.0_Evaluation_Criteria_and_Factors.pdf

[View Online](#)

4.0 Evaluation Criteria and Factors

5.0_Special_Conditions_and_Scope_of_Services.pdf

[View Online](#)

5.0 Special Conditions and Scope of Services

6.0_Proposal_Format_and_Exceptions.pdf

[View Online](#)

6.0 Proposal Format and 7.0 Exceptions

Exhibit A - Sample Courthouse Cafeteria Contract 1.17.24.pdf

[View Online](#)

Exhibit A - Sample Contract

Attachment A - List of kitchen equipment 2024-114.pdf

[View Online](#)

Attachment A - List of kitchen equipment

Attachment B - Kitchen Layout 2024-114.pdf

[View Online](#)

Attachment B - Kitchen Layout

CIQ_113015.pdf

[View Online](#)

Conflict of Interest Questionnaire

HB23 Conflict of Interest.docx

[View Online](#)

HB23-Information Regarding Conflict of Interest Questionnaire

W-9 rev 2018.pdf

[View Online](#)

W-9 Form

Legal notice 2024-114.docx

[View Online](#)

Legal notice

Requested Attachments

Proposal

(Attachment required)

Use the format in 6.0

W-9

(Attachment required)

Conflict of Interest Questionnaire (CIQ)

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>
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2 Contact Information

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

(Required: Maximum 4000 characters allowed)

3 Exceptions (for RFP/RFQ)

Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

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 Debarment Certification

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

(Required: Maximum 1000 characters allowed)

10 Immigration and Reform Act

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

(Required: Maximum 1000 characters allowed)

11 Disclosure of Certain Relationships

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

(Required: Maximum 1000 characters allowed)

12 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
3

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
4

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
5

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
6

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
7

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)

1
8

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

Respond as per section 6.8, Financial Plan, of the specifications document.

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 proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

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

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

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

4.1.1 LEVEL 1 - PROCUREMENT REQUIREMENTS ASSESSMENT

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

4.1.1.1.1 Response to Section 6.0

4.1.1.1.2 Proposal Signed by Authorized Representative

4.1.2 LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (MAXIMUM 90 POINTS)

4.1.2.1 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria.

4.1.2.2 It is anticipated that Collin County will elevate proposals scoring at least 70 (70%) to Level 3.

	Maximum Points
Demonstrated Expertise, Experience, and Menu(6.1 – 6.4)	25
Financial Offer & Contract Term (6.8)	25
Implementation Plan and Ability to Administer Scope of Work (6.5 - 6.6)	25
Financial Stability (6.9)	20
Proposal Format (6.0)	5

4.1.3 LEVEL 3 – REFERENCES AND DEMONSTRATION (MAXIMUM 25 POINTS)

4.1.3.1 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 25 Points based on evaluated criteria.

Proposers may be invited to demonstrate their menu with taste testing; 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 proposer simply to provide generic background information about the company or its experience.

	Maximum Points
References from Clients (6.7)	10
Product demonstration with Taste Test (OPTIONAL) (6.3.6)	15

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

Proposals may be re-evaluated based upon Criteria in level 2. It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 4.

4.1.4 LEVEL 4 – BEST AND FINAL OFFER

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

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

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for Services, Cafeteria Management for the Courthouse.
- 5.2 Intent of Proposal: The intent of Collin County is to solicit proposals from qualified vendors for a term contract for Services, Cafeteria Management for the Courthouse.
- 5.3 Pre-Proposal Conference: A non-mandatory pre-proposal conference is scheduled for Wednesday, February 28, 2024 at 10:00 AM. We will meet at the County logo between the escalators (go through security), Russell A. Steindam Courts Building, 2100 Bloomdale, McKinney, TX 75071. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.
- 5.4 Contract Term: Provide for a three (3) year term contract commencing on January 1, 2025 with the option to renew for three (3) additional one (1) year periods. Offeror may propose optional contract term if desired (see section 6.8.2).
- 5.5 Background:

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

The cafeteria will be located in the Russell A. Steindam Courts Building located at 2100 Bloomdale, McKinney, TX 75071. Attachment A is the list of kitchen equipment and Attachment B is a map of the kitchen space. (Map of kitchen may vary from actual layout of the kitchen.) The building is 470,000 square feet which includes approximately 450 employees and approximately 800 – 1000 jurors each week.

5.6 Scope of Work

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

5.6.1 Minimum Specifications:

5.6.1.1 Provide all-inclusive food services, defined as:

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

5.6.1.1.2 Hire, fire, and train staff

5.6.1.1.3 Maintain cafeteria, to include kitchen equipment (see Attachment A List of kitchen equipment) and small wares,

serving and dining spaces in a clean orderly and healthy condition.

5.6.1.1.4 Menu options that are cost-effective and reasonable for working employees, and visitors.

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

5.6.1.3 Provide carryout container.

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

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

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

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

5.6.1.8 Follow all laws related to employment.

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

5.6.1.10 All staff will be required to pass a background check performed by Collin County before they are allowed to work on-site. The County will not accept employees with the following background:

5.6.1.10.1 No persons who are on active probation or parole

5.6.1.10.2 No persons under pending indictment

5.6.1.10.3 No persons subject to an active criminal investigation

5.6.1.11 Business operations must meet all state, federal and local health and other regulatory requirements.

5.6.1.12 Deliveries will only be available to the site Monday – Friday 7:30 a.m. to 5:00 p.m.

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

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

5.6.1.15 Vendor will be subject to random environmental health inspections performed by Collin County environmental health inspectors.

5.6.2 County Responsibilities:

5.6.2.1 Collin County will provide dumpster for trash disposal.

- 5.6.2.2 Collin County will be responsible for all structure, building lights, painting, wall repairs, floor repair (excludes cleaning), plumbing maintenance, electric maintenance and annual exhaust hood cleaning.
- 5.6.2.3 Collin County will designate a person to act as the County's project manager for this contract.
- 5.6.2.4 Collin County will provide water, sewer, electric and gas.
- 5.6.3 Vendor Responsibilities:
 - 5.6.3.1 Vendor will be financially responsible for maintaining maintenance agreements for all kitchen equipment.
 - 5.6.3.2 Vendor will be responsible for repairs for County owned and vendor owned kitchen equipment.
 - 5.6.3.3 Vendor will be responsible for disposal and emptying of grease trap contents.
 - 5.6.3.4 Vendor will be responsible for all interior finish out (signage, decorations, etc.)
 - 5.6.3.5 Vendor shall be responsible for all data and telecom services and infrastructure. This includes phone and credit card capabilities.
 - 5.6.3.6 If needed by vendor, vendor shall supply a dishwasher. Checking with Facilities on this one
 - 5.6.3.7 Vendor will provide signage in the cafeteria notifying patrons on how to contact vendor if customers have comments/complaints via phone and e- mail address.
 - 5.6.3.8 Vendor shall respond to communication from the Collin County designated project manager within 48 hours.
 - 5.6.3.9 In regards to the financial offer, Firm shall provide commission check to Collin County to close of business on the 17th of each month for the previous month. Commission check will be mailed to Collin County, Treasury Office, Suite 3138, McKinney, TX 75071.
- 5.7 Point of Contact: Information regarding the procurement process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email gzimmer@co.collin.tx.us, G. Zimmer, Buyer II.
- 5.8 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.9 Confidential or Proprietary Information: Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary

statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

6.0 PROPOSAL FORMAT

- 6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.
- 6.1.1 Proposals may be submitted online via <http://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 company 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 limited to information on each of the following:

- 6.1 EXECUTIVE SUMMARY LETTER
- 6.1.1 Executive Summary letter should be limited to a brief narrative, approximately one page, highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for all Offerors, including Third Party firms.
- 6.2 FIRM OVERVIEW
- Offer or is requested to define the overall structure of the Firm 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 Registered name(s) of company including DBA
- 6.2.4 Business and/or corporate address, contact phone, primary contact phone and title, website address.
- 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 of and locations where your services are in use.
- 6.2.8 Identify any terminated contracts and explain the termination.

- 6.2.9 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.
- 6.2.10 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- 6.2.11 Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract.

6.3 PROPOSED PROJECT TEAM, STAFF QUALIFICATIONS, EXPERIENCE

- 6.3.1 Provide qualifications as well as experience information on Offeror's key personnel that will be assigned to this project.
- 6.3.2 Define the management team from its highest level down to daily supervision. Include a plan that assures continual on site supervision and food service management. A resume of the proposed manager is required. Manager must be able to speak fluent English.
- 6.3.3 Identify staffing requirements necessary to provide quality service with a variety of food options at a value to the intended customer. Include company's employee turnover ratio.
- 6.3.4 Detail your firm's policies and procedures relative to employee development, to include hiring practices, employee retention, disciplinary procedures and training.
- 6.3.5 Staffing plan including hours of operation.
- 6.3.6 List of proposed types of meals to be served with pricing. Costs and quality must align with the goals and mission of Collin County and must be commensurate with the market.

6.4 SIMILAR PROJECTS

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

6.5 IMPLEMENTATION PLAN

- 6.5.1 Provide an implementation plan including a timeline of events in order for cafeteria to be open for business.
- 6.5.2 Provide a sample menu for a one-month period including pricing and portion sizes.
- 6.5.3 Discuss methods used to measure, address, and report customer satisfaction or dissatisfaction.
- 6.5.4 Method of displaying nutritional content.
- 6.5.5 Safety plan and food handling standard operating procedures.
- 6.5.6 Marketing plan.

6.6 RESPONSE TO SECTION 5.6 – SCOPE OF WORK

- 6.6.1 Offeror shall acknowledge and/or respond to each item in section 5.6.

6.7 REFERENCES

6.7.1 Offeror shall include at least three (3) references for clients serviced within five (5) years. Include name, addresses, telephone numbers, and e-mail address, description of services provided and length of contract.

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

6.7.2 The county reserves the right to conduct site visits to complete the evaluation process.

6.8 FINANCIAL PLAN

6.8.1 Offeror shall provide financial offer to the County to include the commission and term (optional) in section 5.4.

6.8.2 If Offeror desires to propose optional contract term, the proposed contract period shall include a base period and options for renewal to coincide with the financial offer.

6.9 FINANCIAL STATEMENTS

6.9.1 Offeror shall submit recent financial statements with their proposal. Unaudited financial statements will be accepted if proposer does not have audited statements. If offertory's firm does, however, have audited statements, include a copy with your proposal.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed 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

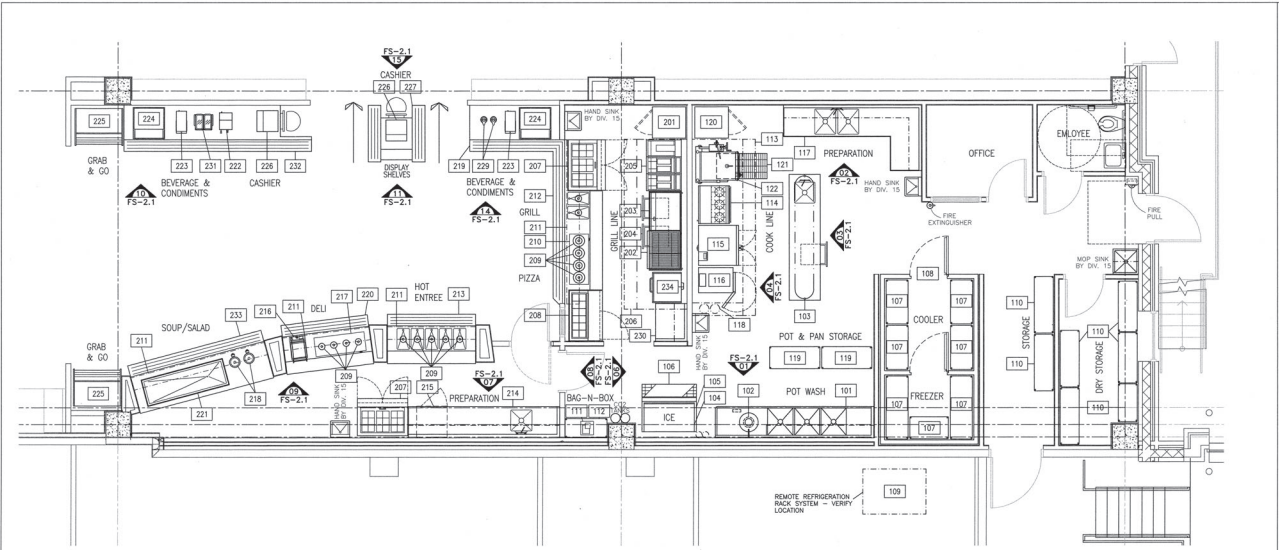
Attachment A - List of Kitchen Equipment

*Map of kitchen may vary from actual list of kitchen equipment. It is the proposers responsibility to review the kitchen area and equipment during the pre-bid walk-thru.

ITEM	QUANTITY	DESCRIPTION	SUPPLIER	REMARKS
101	LOT	THREE COMP. SINK W/ POT RACK & RACK SHELF	KEC	DISPOSER CONE
102	ONE	DISPOSER WI PRE-RINSE	KEC	
103	LOT	PREP TABLE W/ SINK, SHELF & UTENSIL RACK	KEC	DRAWER
104	ONE	1300LB ICE MAKER	KEC	WATER FILTER
105	ONE	ICEBIN	KEC	
106	LOT	TRENCH DRAIN/GRATE	KEC/PC	PAN BY KEC, DRAIN BY PC
225	LOT	COOLER/FREEZER SHELVING	KEC	4 TIER
108	LOT	WALK-IN REFRIGERATOR/FREEZER ASSEMBLY	KEC	
109	LOT	COOLER/FREEZER REFRIGERATION SYSTEM	KEC	RACK SYSTEM - VERIFY LOCATION
110	LOT	DRY STORAGE SHELVING	KEC	5-TIER. 86" POSTS
111	ONE	CARBONATOR	VFNI	
112	LOT	BAG-N-BOX SYSTEM W/ RACK	VF/VI	WATER FILTER
113	LOT	EXHAUST HOOD WI SUPPLY PLENUM	KEC	S/S WALL PANELS
114	ONE	SIX BURNER RANGE W/ OVEN	KEG	
115	ONE	DOUBLE CONVECTION OVEN	KEG	
116	ONE	DOUBLE STEAMER	KEC	WATER FILTER
117	ONE	PREP TABLE W/ SINKS & SHELF	KEC	
118	LOT	FIRE SUPPRESSION SYSTEM	KEG	
119	TWO	POT & PAN RACK	KEC	
120	ONE	REACH-IN REFRIGERATOR	KEC	
121	LOT	TRENCH DRAIN/GRATE	KEC/PC	PAN BY KEG, DRAIN BY PC
122	ONE	30 GALLON TILT SKILLET	KEG	FILL FAUCET
201	LOT	REACH-IN REFRIGERATOR/FREEZER	KEC	
202	ONE	36" CHAR BROILER	KEG	
203	ONE	36"GRIDDLE	KEC	
204	ONE	REFRIGERATED EQUIPMENT STAND	KEC	
205	LOT	FRYERS WIFILTER & DUMP STATION	KEC	
206	LOT	EXHAUST HOOD W/ SUPPLY PLENUM	KEC	S/S WALL PANELS
207	ONE	SANDWICH MAKE-UP REFRIGERATOR	KEC	
208	ONE	PIZZA MAKE-UP REFRIGERATOR	KEC	
209	SIX	375 WATT SUSPENDE HEATED LAMPS	KEC	
210	ONE	BUIIT-IN HEATED SURFACE	KEC	
211	LOT	BREATH PROTECTORS	KEC	
212	LOT	GRILL SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS

213	LOT	HOT ENTREE SERVING COUNTER	KEC	PROVIDE CUTTING BOARDS
214	ONE	BACK COUNTER	KEC	
215	ONE	UNDERCOUNTER WARMING CABINET	KEC	
216	ONE	AREA FOR PANINI GRILL (GRILL NOT PROVIDED)	KEC	
217	ONE	BUILT-IN HEATED SURFACE	KEC	
218	TWO	DROP-IN SOUP WELL	KEC	
219	LOT	BEVERAGE COUNTER	KEC	
220	ONE	DELI COUNTER	KEC	PROVIDE CUTTING BOARDS
221	ONE	DROP-IN REFRIGERATED COLD PAN	KEC	PROVIDE LOUVER
222	ONE	COFFEE BREWER	VFNI	
223	TWO	TEA BREWER	VFNI	
224	ONE	ICE/SODA DISPENSER W/ 700LB ICE MAKER	VFNI	ICE MAKER W/ FILTER BY KEC
225	ONE	GLASS FRONT REFRIGERATOR	KEC	
226	LOT	P.O.S. SYSTEM	OF/01	
227	ONE	CASHIER COUNTER	KEC	
229	LOT	AIR POT COFFEE DISPENSERS	VF/VI	
230	ONE	WORKTABLE W/ SHELF	KEC	
232	ONE	BEVERAGE/CASHIER COUNTER	KEC	
233	ONE	SOUP/SALAD COUNTER	KEC	
234	LOT	CONVECTION/MICROWAVE OVEN W/ STAND	KEC	

*Map of kitchen may vary from actual list of kitchen equipment. It is the proposers responsibility to review the kitchen area and equipment during the pre-bid walk-thru.



FOODSERVICE EQUIPMENT PLAN

SCALE : 1/4" = 1'-0" 06

HEALTH DEPARTMENT NOTES

- 1 FLOORS: QUARRY TILE WITH EPOXY GROUT, QUARRY TILE COVE BASE, OR SIMILAR TYPE MATERIAL, GRADED TO DRAIN.
- 2 WALLS: SMOOTH, LIGHT COLORED EPOXY PAINTED WITH FRP WAINSCOT AT SINK AREAS
- 3 CEILING: LIGHT COLORED, SMOOTH, NON-ABSORBENT AND EASILY CLEANABLE LAY-IN SYSTEM
- 4 LAVATORIES: WALL HUNG LAVATORIES LOCATED WITHIN THE WORKING AREAS / TOILET ROOMS WITH HAND SOAP AND TOWEL DISPENSER. A LAVATORY IS REQUIRED WITHIN 20 FEET OF ALL FOOD SERVICE EQUIPMENT.
- 5 UTENSIL CLEANING / SANITIZING: THREE COMPARTMENT SINKS WITH A MINIMUM SIZE OF 15"X15"X12" (LXWXD) OR NOTED OTHERWISE. DRAIN BOARDS OF ADEQUATE SIZE SHALL BE PROVIDED. SINK COMPARTMENT SHOULD HAVE ALL ROUNDED INTERNAL CORNERS AND ANGLES.
- 6 EMPLOYEE TOILET / DRESSING ROOM: LOCATED WITHIN MAIN KITCHEN.
- 7 MECHANICAL CLEANING / SANITIZING OF TABLEWARE: ACCOMPLISHED BY DISH MACHINE.
- 8 STOREROOM: AMPLE DAILY STORAGE PROVIDED WITH APPROVED STORAGE RACKS
- 9 WATER HEATER: LOCATED IN MECHANICAL ROOM ADJACENT TO KITCHEN.
- 10 PROVIDE VENTILATION GRILL AT THE DOOR TO MECH. RM.
- 11 GREASE TRAP: LOCATED AT EXTERIOR OF FOODSERVICE AREA. SEE PLUMBING DRAWINGS.
SEE PLUMBING DRAWINGS.
- 12 FOODSERVICE EQUIPMENT: ALL FLOOR MOUNTED EQUIPMENT TO BE SEALED TO FLOOR TO PROVIDE EASY CLEANABLE SURFACE AND PREVENT SEEPAGE. EQUIPMENT NOT MOUNTED TO FLOOR TO BE WALL MOUNTED ON WALL CARRIERS OR MOUNTED ON LEGS TO PROVIDE 6" HIGH CLEARANCE BETWEEN FLOOR AND EQUIPMENT.
- 13 MOP SINKS: LOCATED IN JANITOR CLOSET CLOSE TO KITCHEN.
- 14 EXHAUST HOODS: EXHAUST HOOD PROVIDED OVER COOKING EQUIPMENT WITH LIQUID CHEMICAL FIRE EXTINGUISHING SYSTEMS.
- 15 LIGHTING AND PROTECTIVE SHIELDING: FOR ALL ARTIFICIAL LIGHTING FIXTURES LOCATED OVER BY OR WITHIN FOODSERVICE AREAS AND DISPLAY FACILITIES. MINIMUM ILLUMINATION LEVEL REQUIREMENT - 50 FOOT CANDLES.
- 16 GARBAGE AND REFUSE: CENTRAL TRASH COLLECTION
- 17 POISONOUS AND TOXIC MATERIAL STORAGE: LOCATED IN JANITOR CLOSET.

COORDINATION NOTES

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

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

THE FOLLOWING WORK IS INCLUDED WITHIN SECTION 11400 FOODSERVICE EQUIPMENT:

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

FOODSERVICE EQUIPMENT NOTES

SCALE : NTS 05

CAFETERIA SERVICES AGREEMENT
2024-114

THIS AGREEMENT is by and between Collin County, a political subdivision of the State of Texas, with offices located at 2300 Bloomdale, McKinney, TX 75071 ("County") and _____, a _____ corporation, with principal offices at _____ ("Firm")

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

WHEREAS, Firm desires to perform such services for Client;

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

1. Scope of Services

1.1 County grants to Firm, as an independent contractor, the exclusive right to provide and manage the County's cafeteria program, herein after referred to as "Services," to include management of the cafeteria located at 2100 Bloomdale, McKinney, TX 75071. Firm shall render the Services within the facility including but not limited to, the food preparation, serving, dining and storage areas designated for the Cafeteria program, all as more specifically described in the following: Exhibit A - Firm Responsibilities, Exhibit B - County Responsibilities, Exhibit C - Commission and Fees, Exhibit D - County provided equipment, Exhibit E - Insurance, Exhibit F - Collin County Request for Proposal, RFP No. 2024-114, and Exhibit G - Firm's response to Collin County Request for Proposal, RFP No. 2024-114.

2. Commencement and Termination

2.1 The agreement shall become effective as of January 1, 2025 for a three (3) year term unless sooner terminated as herein provided. It may thereafter be renewed upon written agreement of the Parties for three (3) additional one (1) year periods.

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

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

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

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

3. Firm Responsibilities

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

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

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

3.4 Firm shall provide all services in Exhibit A.

4. County Responsibilities

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

5. Financial Arrangements

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

6. Insurance

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

7. Indemnity

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

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

8. Independent Contractor

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

9. Assignment and Subletting

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

10. Audits and Records

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

11. Complete Contract

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

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

12. Mailing of Notices

Notices, correspondence, and all other communications shall be addressed as follows; However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

If to Collin County:

Administration
Bill Bilyeu
2300 Bloomdale Rd, #4192
McKinney, TX 75069
972-548-4698
bbilyeu@co.collin.tx.us

Purchasing
G. Zimmer
2300 Bloomdale Rd., #3160
McKinney, TX 75071
972-548-4119
gzimmer@co.collin.tx.us

If to Firm:

Name
Address
City, State, Zip
Phone
Email

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

13. Miscellaneous

13.1 Paragraph Headings

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

13.2 Interpret Contract Fairly

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

13.3 Venue/Governing Law

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

13.4 Parties Bound

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

13.5 Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible effect.

13.6 Effective Date

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

13.7 Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Firm.

13.8 Observe and Comply

Firm shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

13.9 Expenses for Enforcement

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or 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.

13.10 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

[SIGNATURE PAGE FOLLOWS]

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____
Purchasing Agent

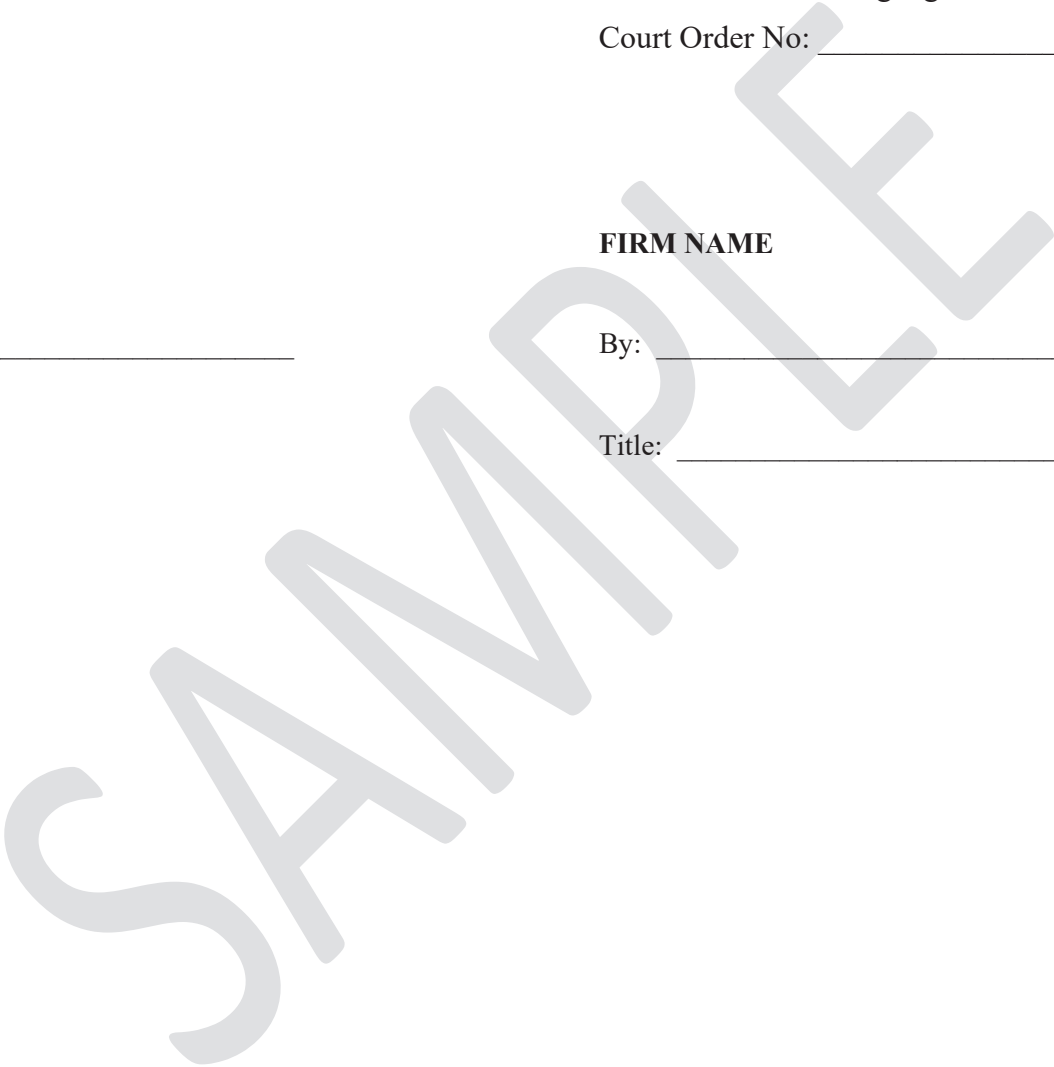
Court Order No: _____

FIRM NAME

Date: _____

By: _____

Title: _____



ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _ day of _____, 2024.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

STATE OF TEXAS }
 }
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _ day of _____, 2024.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

EXHIBIT A

RESPONSIBILITIES OF FIRM

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

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

- 1.12 Business operations must meet all state, federal and local health and other regulatory requirements.
- 1.13 Deliveries will only be available to the site Monday- Friday 7:30 a.m. to 5:00 p.m.
- 1.14 Unless written approval is given from the County Administrator, management will have access to the site Monday- Friday 5:00 a.m. to 8:00 p.m.
- 1.15 Unless written approval is given from the County Administrator, food shall not be prepared on the premises for another non-County location and/or contract.
- 1.16 Firm will be subject to random environmental health inspections performed by Collin County environmental health inspectors.
- 1.17 .
- 1.18 Firm will be financially responsible for maintaining maintenance agreements for all kitchen equipment.
- 1.19 Firm will be responsible for repairs for all kitchen equipment.
- 1.20 Firm will be responsible for all interior finish out (signage, decorations, etc.)
- 1.21 Firm shall be responsible for all data and telecom services and infrastructure. This includes phone and credit card capabilities.
- 1.22 If needed by Firm, Firm shall supply a dishwasher.
- 1.23 Firm will provide signage in the cafeteria notifying patrons on how to contact Firm if customers have comments/complaints via phone and e- mail address.
- 1.24 Firm shall respond to communication from the Collin County designated project manager within 48 hours.
- 1.25 REFERENCE FOR FINANCIAL OFFER -- Checks will be mailed to Collin County, Treasury Office, Suite 3138, McKinney, TX 75071.

EXHIBIT B

RESPONSIBILITIES OF COUNTY

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

EXHIBIT C

COMMISSION AND FEES

SAMPLE

EXHIBIT D

COUNTY PROVIDED EQUIPMENT

See Foodservice Equipment Plan Attachment A

SAMPLE

EXHIBIT E

INSURANCE REQUIREMENTS

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

1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the Texas Division of Workers' Compensation (DWC)).

1.2.1 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.2.2 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor, which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

2. The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

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

3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

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

3.3 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.

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

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

4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

5. 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:

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

5.2 Sets forth the notice of cancellation or termination to Collin County

EXHIBIT F

County Request for Proposal 2024-114

SAMPLE

EXHIBIT G

Firm response to Request for Proposal 2024-114

SAMPLE

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.

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:

<https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are 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.collincountytexas.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Bill Bilyeu – County Administrator

Misty Brown – Development Services Manager

William Schultz – Court Administrator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

G. 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

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.

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ _____

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.

EXHIBIT G

Firm response to Request for Proposal 2024-114

Cafeteria Management for Courthouse Solicitation #2024-114

**Prepared By: Stephen E. Vitasek, President
The Vitasek Leasing Co., Inc.
DBA Collin County Courthouse Café
2100 Bloomdale Rd., McKinney, Texas 75071
Office 469-443-0406
Cell 214-215-8589
Email steve.vitasek@gmail.com**

6.1 Executive Summary Letter

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

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

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

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

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

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

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

6.2 Firm Overview

6.2.1 Description

After retiring as a Police Officer from the Plano Police Dept., Steve Vitasek attended culinary school. He was approached to oversee the food services at three daycare centers, but instead they outsourced it to our company. We then went into expanding to other schools and day care centers.

We were selected to service the Defense Contractor, Rockwell Collins, in Richardson. We won the bid to take over the café at the Courthouse and have bids extended by the county to legal limits.

6.2.2 Business Location

As the existing vendor for the café at the Collin County Courthouse this is our only location at

this time. We do catering for the Plano Police Dept. Jail Facility and deliver to their location.

6.2.3 Registered Company Name

Registered: The Vitasek Leasing Company, Inc.
DBA: Collin County Courthouse Cafe

6.2.4 Address

Business Address: 2100 Bloomdale Rd., McKinney, Texas 75071
Business Phone: 469-443-0406
Principal Contact: Steve Vitasek, President
214-215-8589
Steve.vitasek@gmail.com

6.2.5 Primary Business

As the existing vendor for the café at the Collin County Courthouse this is our only location at this time. We do catering for the Plano Police Dept. Jail Facility and deliver to their location. Since Covid we do not take outside jobs.

6.2.6 Business Length

We started in the daycare business in 2004 and have been at Collin County since the fall of 2012.

6.2.7 Locations

As the existing vendor for the café at the Collin County Courthouse this is our only location at this time.

6.2.8 Terminations

Our contract with Plano ISD was terminated in 2018. The reason was a small piece of metal off a food can was found on top of food delivered to one of the locations (it appeared to have been placed there). Plano ISD then terminated a contact at five different locations. Responsible employee was immediately terminated from employment.

Plano ISD had expanded their number of locations several months prior and did not bring in new customers as planned, but cannibalized the existing locations, so they were under pressure to reduce expenses.

6.2.9 Business Sales

At this time we are exploring a sale of the business. We are being very selective and will not sell

until we are sure that the incoming vendor will maintain all standards we have in place. Additionally, Stephanie Vitasek (Manager) will remain on staff for as long as it takes to insure a seamless transition.

6.2.10 Lawsuits

We have never sued or been sued by anyone. We have never made an insurance claim of our liability or umbrella policies.

6.2.11 Safety Issues

No safety issues have been identified. Average City of McKinney Health Inspection is over 98%.

6.3 Project Team, Staff Qualifications, Experience

6.3.1 Qualifications and Experience

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

Past Chair, Collin College Hospitality Program Advisory Board

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

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

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

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

6.3.2 Owner/Operator is manager responsible for café operations and either he or the Manager are on-site at all times the café is open. Additionally, as required by State Law, both are Licensed Food Service Managers and required to be onsite during any open hours.

6.3.3 Staffing Requirements:

Manager	-	One Position
Cashier	-	One Position (Manager to Fill)
Cook	-	One Position
Salad	-	One Position

All current employees speak fluent English.

All current employees desire to stay on with renewed contract.

During 2023 there has been one employee resign and no other employee turn-over.

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

We do not have a formal employee handbook.

6.3.5 Staffing Plan:

Hours of Operation	-	Monday to Friday 7:30 am to 2:00 pm
Catering Hours	-	Monday to Friday 6:30 am to 9:00 pm (With advance notice)

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

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

6.4 Similar Projects

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

Aramark took over responsibility for the Rockwell Collins national

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

6.5 Implementation Plan

6.5.1 Continue operations as currently being done

6.5.2 See Attachment

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

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

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

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

6.5.4 Having nutritional information created for cooked dishes from recipes is an expensive task however, we would attempt to answer any questions regarding nutrition (including all packing for sale in the café which has required nutritional information⁰ and all employees are informed of ingredients should customers ask regarding allergies.

6.5.5 Collin County Courthouse Cafe uses the standard Serve Safe guidelines available on line and through the City of McKinney Health Department. Our health department inspections have always been in the top 5% for the City of McKinney. We are also available for inspection by Collin Co. personnel at any time.

6.5.6 Collin County Courthouse Cafe would market to all county offices and

each court. We will post standing easel signage, where allowed by County, to direct people to café have a Facebook page to advise people on menu items and specials as well as create interest and community support within the facility.

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

6.6 Response To Section 5.6 – Scope of Work

6.8.1 Collin County Courthouse Café acknowledges compliance with all items in Scope of Work, with the following exceptions:

5.6.1.6 Uniforms are not provided to employees. All employees do wear badges identifying them as vendors with the company name on it.

5.6.3.1 Maintenance agreements for the equipment is very cost prohibitive and almost impossible to get for small companies. We propose the County covers the maintenance and perhaps a reimbursement scale can be negotiated.

6.7 References

6.7.1.1 **Misty Brown, Collin County**

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

6.7.1.2 **Stacie Ross, Plano Police Dept.**

Email: stacier@plano.gov
Phone: 214.901.0322

Contract began November 2015 to Current (Renewed Yearly)

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

6.8 Financial Plan

6.8.1 Collin County Courthouse Café proposes to pay a minimum of \$1000 a month, plus the county and vendor shall share profits 50/50, once sales reach \$30,000 a month.

Background: Café operation is run at break-even point keeping prices artificially low for staff and customers in exchange for use of facility. The operation is very dependent upon the work load of the courts and number of trials so there is an extremely wide range of daily sales that are very difficult to anticipate or plan for.

6.8.2 Collin County Courthouse Café desires a five years initial period, with yearly Commissioner's Court renewal, and a five year extension.

6.9 Financial Statements

6.9.1 See attached financial statements.