

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

VENDING SERVICES AGREEMENT
(Mcliff Partners LTD, d/b/a Mcliff Coffee + Vending)

Important Notice: County Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, with premises located at Williamson County, Texas (the "Premises"), and **Mcliff Partners LTD, d/b/a Mcliff Coffee + Vending, a Texas partnership (hereinafter "Contractor")**, with principal offices located at 204 West Powell Lane, Building #4, Austin, Texas 78753. County agrees to engage Contractor as an independent contractor, to assist in providing certain operational services for the benefit of County's employees and the public pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Contractor shall not in any sense be considered a partner or joint venturer with County, nor shall Contractor hold itself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Contractor shall be considered an independent Contractor for the purpose of this contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this contract.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Contractor may not assign this contract, without express written consent of the Williamson County Commissioners Court.

IV.

Compliance with All Laws: Contractor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Effective Date, Initial Term, & Renewal Options: This contract shall be in full force and effect when signed by all parties and the initial term shall continue until November 30, 2015. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein and at the renewal prices indicated in Section VII, Compensation. Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this contract and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional twelve (12) month term.

VI.

Scope of Services: Contractor shall provide services *as an independent Contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Contractor expressly acknowledges that he or she is not an employee of County. The scope of services includes the following:

A. Services to be Provided

The Contractor shall provide vending machines, vending products and related services for the County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Master Vending List, which is attached hereto as Attachment 2. The County reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied

with the type and number of machines necessary to service the vending needs of the County at each particular Site. The type and number of machines at a specific Site will be dependent upon such factors as requests of the County, available space, available utility outlets, and sales.

B. Contractor's Responsibilities

1. Equipment to be Provided

The Contractor shall install, at no cost to the County, vending equipment at the Sites listed on Attachment 1. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of Installation and location of each piece of equipment, shall be provided to the County's Contract Manager within fifteen (15) days before execution of this contract. All equipment shall be equipped with "dollar bill" validators (Mars or an approved equivalent) as well as a coin and/or item counters. All equipment must have DEX/UCS Included or DEX compatibility to be installed within thirty (30) days after execution of this contract. All equipment used in this contract shall be no older than five (5) years. If, within the first thirty (30) days following execution of this contract, the machines are not equipped with the DEX/UCS box, the Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by the County, the County reserves the right to immediately terminate this contract.

Either the County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to the County Contract Manager which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. With County Contract Manager authorization, the Contractor may then change the existing mix of products provided in the machine and/or prices for at least a thirty (30) day period in order to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from the County's Contract Manager and the County's employees that use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, In writing, to either change the product mix for an additional thirty (30) day period, or contact the County's Contract Manager, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If after the second thirty (30) day period sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from Its then current location.

Any disputes concerning equipment changes shall be resolved pursuant to Section X., J., Mediation. The Contractor shall provide at each Site the type of vending equipment and supplies listed below:

- a. Cold drink and/or snack machines only;
- b. The types and number of machines that will be situated at each specific Site shall be determined as set forth herein; and
- c. Dollar validators will be required on each machine, and a separate currency changer may be required by the County.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after the complete execution of this contract. If the County deems it necessary to delete or add additional machines after the initial Installation, the County will notify the Contractor in writing. By execution of this contract, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this contract.

2. Products to be Provided

The approved list of products to be dispensed In the vending machines can be found on Attachment 2, Master Vending List. This list also establishes the maximum price that may be charged for each of the listed products. Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed at each Site. The County shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment.

If the County deems it necessary to add or to delete products after the initial installation, the County will notify the Contractor in writing. By execution of this contract, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed contract.

Any request by Contractor to provide alternate or substituted products shall be submitted In writing and must be approved in writing by the County. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The County reserves the right to reject any request for substitution if, In the County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of written request.

3. Services to be Provided

The Contractor shall:

- a. Collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
- b. Submit timely Monthly Sales Reports as required under Section VI., 5., Reporting;
- c. Provide all maintenance and repairs to the machines at no cost to the County, as specified in Section VI., 4., Operational Requirements;
- d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once- per-week due to lower sales volumes at such Sites; and
- e. Return within 24 hours prior to a County holiday, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;

County holidays are as follow:

1. New Year's Day
 2. Birthday of Martin Luther King, Jr.
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veteran's Day Observance
 7. Thanksgiving Day and the Friday after Thanksgiving
 8. Christmas Eve and Christmas Day
 9. President's Day
 10. Good Friday
- f. Be responsible for the electrical connections for all vending machines;
 - g. Respond to any request by the institution or facility for supplies, service or assistance within 24 hours of initial request; and
 - h. Provide the County with an office telephone number and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week in regard to equipment or services to be provided.

4. Operational Requirements

- a. The Contractor shall be required to have all machines installed and fully operational at Sites, within thirty (30) days of contract execution.

- b. The Contractor shall repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same time period.
- c. The Master Vending List (Attachment 2) establishes the price list for all approved products. Except for increases for renewal terms, these prices will not be increased except upon written request of the Contractor and only as a result of manufacturers' price increases or increases in the cost of raw materials. Any requests for price increases to products must be submitted in writing and be accompanied by supporting documentation (*i.e.*, proof of Contractor's wholesale purchase price increase). Approval of the Increase shall be made in writing by the County. It is anticipated that for every 2.5 cent increase in wholesale purchase price of an item, an increase of no more than 5 cents may be made for that item. Requests for price increases may only be submitted to the County for approval every six months.

5. Reporting

A Monthly Sales Report shall be submitted on a monthly basis to the County's Contract Manager no later than the tenth (10th) day of the previous month following the month reported. This report shall include the following:

- a. A list of gross sales of each vending machine by product name, product type and Site;
- b. Total gross sales for all Sites;
- c. Copy of the restocking reports by machine or by each institution; and
- d. Commission payable to the County.

6. Refunds

The Contractor will be responsible for processing all refunds. The County's Contract Manager shall review and approve the process within 30 days of contract execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines within seventy-two (72) hours of report of loss.

7. Equipment Ownership

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the County's property by the Contractor, and nothing in this agreement will give the County any interest, outside of the interest stated in this contract, in such machines, equipment or merchandise.

C. Contractor Staff Conduct for Facility Access

1. The Contractor or designee shall make prior arrangements with the County regarding access to the Sites for the purposes of delivering equipment, providing services or providing maintenance of equipment.

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the County.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the County. In providing services pursuant to this contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this contract.
- c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

2. Staff Background/Criminal Record Checks

- a. The Contractor's staff assigned to this project may, at County's option, be subject, at the County's expense, to a background/criminal records check. This background check may be conducted by the County and may occur or re-occur at any time during the contract period. In order to carry out this background check, upon request, the Contractor shall provide the County with the following data for any Individual Contractor or subcontractor's staff assigned to provide services under this contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The County may review the submitted proposed employee information and make a determination within five (5) business days. If requested, the Contractor shall also submit to fingerprinting

- for submission by the County to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires.
- b. No person who has been barred from any County work release center or other facility shall provide services under this contract.
 - c. The County has full discretion to require the Contractor to reasonably disqualify, prevent, or remove any staff from any work under this contract. The County is under no obligation to inform the Contractor of background check findings or criteria for disqualifications or removal.
 - d. The Contractor shall not employ any individual under this contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the service to be provided under this contract. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraints, has contact with or access to any records of the County.
 - e. The Contractor shall immediately report to the County of any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this contract.
 - f. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:
 - 1. Conviction for a felony or Class A misdemeanor.
 - 2. Plea of nolo contendere or plea of guilty to a crime that is a felony or Class A misdemeanor.
 - 3. Had adjudication of guilt withheld to a crime that is a felony or Class A misdemeanor.
 - 4. Current pending charges for a for a felony or Class A misdemeanor.
 - g. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor crime, or adjudication of guilt withheld to a felony or Class A misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the County reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the County.

3. Facility and Staff Security

- a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide the County, upon request, with his/her Driver's License or State of Texas ID card.
- b. The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.
- c. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering any County detention or jail facility.
- d. The Contractor's staff shall be subject to the requirements of Section II., C., of this contract and may be denied access to the facility by the County.

D. County's Responsibilities

The County will:

1. Verify the counter or meter reading of Contractor's machines at time of installation;
2. Provide utilities to operate machines;
3. At its sole option and discretion, conduct background checks on Contractor employees, at no cost to the Contractor, who are responsible for carrying out the services under this contract.
4. Grant the Contractor or designee access to the County's Sites, subject to any safety concerns or Issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the County In advance; and
5. Assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for same.

E. Monitoring and Evaluation

The County's Contract Manager or designated County staff will perform monitoring during the term of this contract, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific contract requirements such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance
4. Equipment maintenance

If issues of non-compliance are identified during County's monitoring, the County may provide a written report to the Contractor following the monitoring visit. When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in County's determination of breach of contract and termination of this contract.

The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business.

VII.

Compensation: In exchange for Contractor selling its vending products, the County shall be compensated in the form of commissions.

A. Payment

The Contractor will compensate the County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate the County with a commission of 5% of gross revenues after taxes (ex: \$1.00 - \$0.08 sales tax "\$0.92 x 5%" \$.046 commission) from the operation of said equipment and the sale of food and beverages (See attached Exhibit A). Such payments shall be made by the 10th day of each month for the previous month revenue.
2. The County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.
3. Any commissions due under this contract are not received by the county within 30 days of the close of the previous month, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day year) calculated from the date payment is due.

B. Official Payee

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof. The Contractor shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager as identified in Section VIII., A. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by Contractor.

**Williamson County Auditor
Accounts Payable Department
710 S. Main Street
Georgetown, Texas 78626**

C. Travel Expenses

The County shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this contract.

D. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this contract.

E. Tax Exemption

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code §151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

F. Renewal Prices

In the event the County chooses to extend this contract and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPI-U) for food and beverages in the State of Texas.

G. Change of Circumstance

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product

costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). If there are changes in such Factors, Contractor may modify the commission rate(s) and/or prices upon thirty (30) days prior written notice to County, which shall be noted on commission statements and/or the remittance advice. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days prior written notice, modify the commission rate(s). It is acknowledged and understood that County may terminate this contract, at its will upon thirty (30) calendar days' notice in accordance with the termination rights set forth under Section IX below, if County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is unreasonable or excessive.

VIII.

Contract Management: Contract management will be as follows:

A. County's Contract Manager

The Contract Manager for this contract will be:

Gary Wilson
Director of Facilities
3101 SE Inner Loop Georgetown, TX 78626
Phone: (512) 943-1636

The Contract Manager will perform the following functions:

1. Serve as the liaison between the County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance;
5. Process all amendments, renewals and terminations of this contract;
6. Assist in evaluating Contractor performance upon completion of the overall contract. This evaluation will be placed on file and will be considered if the contract is subsequently used as a reference in future procurements;
7. Maintain the official contract file; and
8. Maintain the official records of all formal correspondence between the County and the Contractor.

B. Contractor's Representative

The name, title, address and telephone number of the Contractor's representative responsible for administration and performance under this contract is:

Rich Denver Operations Manager
204 W. Powell Lane, Building # 4
Austin, TX 78753
Phone: 512-441-8424
Fax: 512-334-1099
Email: rdenver@mcliff.com

D. Contract Management Changes

After execution of this contract, any changes in the information contained in Section VIII., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

IX.

Termination: This Contract may be terminated as follows:

A. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party.

B. Termination for Cause

If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this contract), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this contract. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party

may, in addition to seeking the remedies available hereunder and under the law, terminate this contract.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this contract.

X.

Miscellaneous Terms: This contract is subject to the following general terms and conditions:

A. Records

1. Public Records Law

It is expressly understood and agreed that County, Its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract, and agrees to provide a financial and compliance audit to the County or to the Office of the Williamson County Auditor and to ensure that all related party transactions are disclosed to the auditor.

b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this contract for a period of five (5) years following the termination of this contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this contract. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed In Section VIII., B., Contractor's Representative for the duration of the period referenced above. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the County of the location of all records pertaining to this contract and shall notify the County by certified mail within ten (10) days if/when the records are moved to a new location.

4. Right to Audit

Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

B. Materials with Recycled Content

It is expressly understood and agreed that Contractor must provide recycling receptacles in and around the Sites where any recyclable products or materials are sold pursuant to this contract.

C. Good Faith Clause

Contractor agrees to act in good faith in the performance of this contract.

D. Employment of County Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this contract, any current employee of the County.

E. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this contract.

F. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the County.

G. INDEMNIFICATION

COUNTY WILL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE, WHETHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OF ANY KIND WHATSOEVER FOR ANY ACTS BY CONTRACTOR OR FAILURE TO ACT RELATING TO THE SERVICES BEING PROVIDED. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND COUNTY AGAINST ANY CLAIM, DEMAND, LOSS, INJURY, DAMAGES, ACTION, OR LIABILITY OF ANY KIND AGAINST COUNTY RESULTING FROM ANY SERVICES CONTRACTOR PERFORMS ON BEHALF OF COUNTY. LIMITATION OF LIABILITY.

H. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such Insurance at all times during the existence of this contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the County under this contract. Upon the execution of this contract, the Contractor shall furnish the County's Contract Manager written verification of such insurance coverage. The County reserves the right to require additional Insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible Insurance that is maintained or carried by County.

I. County's Insurance

County does not carry or maintain general liability insurance coverage since tort claims against the County are subject to the liability and damage limitations of the Texas Tort Claims Act. Thus, County has chosen to self-insure rather than to obtain insurance coverage for such residual liability, if any. The full faith and credit of the County, therefore, stands behind any lawful tort claims against it, its officials, employees, or agents.

J. Mediation

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

K. Venue and Applicable Law

Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

L. Copyrights, Right to Data, Patents and Royalties

The County shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this contract. All documentation produced as part of the contract shall become the exclusive property of the County, and may not be copied or removed by any employee of the Contractor without express written permission of the County.

M. Subcontracts

The Contractor is fully responsible for all work performed under this contract. The Contractor may, upon receiving written consent from the County's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor. If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the County. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this contract. Failure by the Contractor to pay the subcontractor within seven (7) working days result in the County's termination of this contract.

N. Confidentiality

Each party expressly agrees that it will not use any incidental confidential information that may be obtained while working within the scope of this Contract for any other purpose or benefit, and agrees that its personnel will not enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

O. Force Majeure

Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

P. Severability

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this contract and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Q. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the County for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or Indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this contract.

R. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained

therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

S. No Indemnification by County

Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Contractor; therefore, all references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Contractor, for any reason whatsoever are hereby deemed void and deleted.

T. Entire Contract & Incorporated Documents

This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- 1) Attachment "1" – Sites (County Facility Locations);
- 2) Attachment "2" – Master Vending List (Products);
- 3) RFP# 14RFP00218, and addenda; and
- 4) Any required insurance certificates for this contract.

WILLIAMSON COUNTY reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits.

U. Default

In the event either party shall be in breach or default of any terms, conditions, or covenants of this Contract and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Contract without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

V. Notice

Unless otherwise required, any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

Contractor:
MCLIFF PARTNERS LTD,
D/B/A MCLIFF COFFEE + VENDING
204 WEST POWELL LANE, BUILDING #4
AUSTIN, TEXAS 78753

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

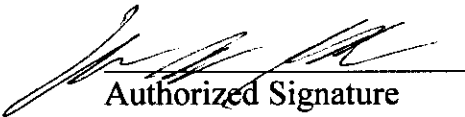
W. County Judge or Presiding Officer Authorized to Sign Contract

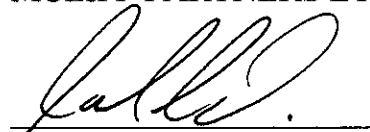
The presiding officer of County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2014.

WILLIAMSON COUNTY:

MCLIFF PARTNERS LTD (Contractor):


Authorized Signature
Hon. Dan Gattis, County Judge


Authorized Signature
Ray Leydecker, Vice President
FEID #: 20-0174626

WILLIAMSON COUNTY-- PRICING AND COMMISSION WORKSHEET
PROPOSED VENDING CATERORIES -VEND RATES AND COMMISSION

Proposed Snack, Juices and Cold Beverage Price List

CATEGORY (SNACK OR BEVERAGE)	PRODUCT SIZE (Net Weight or	PRODUCT DESCRIPTION	PROPOSED VENDOR PRICE \$	PROPOSED COMMISSION RATE %
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Cold Drinks

CATEGORY	PACKAGES	PRODUCT	PRICE	COMMISSION
12 oz Can Soda	12.0 oz.	12 oz Can Soda	\$0.85	5.0%
20 oz Bottle Soda	20.0 oz.	20 oz Bottle Soda	\$1.35	5.0%
20 oz Bottle Water	20.0 oz.	20 oz Bottle Water	\$1.35	5.0%
20 oz Powerade	20.0 oz.	20 oz Powerade	\$1.50	5.0%
16 oz Energy Drinks	16.0 oz.	16 oz Energy Drinks	\$3.00	5.0%

Pastry

CATEGORY	PACKAGES	PRODUCT	PRICE	COMMISSION
Pastry	2.75 oz	ACT II Popcorn (Microwave)	\$1.10	5.0%
Pastry	2.00 oz Bag	Austin Zoo	\$1.10	5.0%
Pastry	4.25 oz	Cloverhill Big Tex Cinnamon Rolls	\$1.50	5.0%
Pastry	3.50 oz	Cloverhill Jumbo Honey Buns	\$1.50	5.0%
Pastry	3.00 oz	Mrs. Freshleys Chocolate Cupcakes	\$1.50	5.0%
Pastry	4.00 oz	Mrs. Freshleys Donut Gems	\$1.50	5.0%
Pastry	4.25 oz	Mrs. Freshleys Pastries	\$1.50	5.0%
Pastry	2.00 oz Bag	Famous Amos Choc Chip Cookies	\$1.10	5.0%
Pastry	2.50 oz Bag	Grandma's Choc Chip	\$1.10	5.0%
Pastry	2.50 oz Bag	Grandma's Nutty Fudge	\$1.10	5.0%
Pastry	2.50 oz Bag	Grandma's Oatmeal & Raisin	\$1.10	5.0%
Pastry	2.50 oz Bag	Grandma's Peanunt Butter	\$1.10	5.0%
Pastry	2.12 oz Bag	Grandma's Vanilla Bits	\$1.10	5.0%
Pastry	2.00 oz Bag	Knotts Blueberry	\$1.10	5.0%
Pastry	2.00 oz Bag	Knotts Raspberry	\$1.10	5.0%
Pastry	4.20 oz	Mrs. Freshleys Apples Pies	\$1.50	5.0%
Pastry	4.20 oz	Mrs. Freshleys Cherry Pies	\$1.50	5.0%
Pastry	5.00 oz	Mrs. Freshleys Honey Buns	\$1.50	5.0%
Pastry	4.00 oz	Mrs. Freshleys Cinnamon Rolls	\$1.50	5.0%
Pastry	3.60 oz	Pop Tarts Blueberry	\$1.50	5.0%
Pastry	3.60 oz	Pop Tarts Strawberry	\$1.50	5.0%
Pastry	2.13 oz	Rice Krispie Treats	\$1.50	5.0%

Pastry	1.05oz	Ruger's Chocolate Waffers	\$1.10	5.0%
Pastry	1.05oz	Ruger's Vanilla Waffers	\$1.10	5.0%

Candy	1.92 oz	3 Musketeers	\$1.00	5.0%
Candy	2.10 oz	Baby Ruth	\$1.00	5.0%
Candy	2.10 oz	Butterfinger	\$1.00	5.0%
Candy	1.45 oz	Hershey Almond	\$1.00	5.0%
Candy	1.54 oz	Hershey Cookies n Cream	\$1.00	5.0%
Candy	1.60 oz	Junior Mints	\$1.00	5.0%
Candy	1.61 oz	Kit Kat Extra Crispy	\$1.00	5.0%
Candy	1.74 oz	M & M's Peanut	\$1.00	5.0%
Candy	1.69 oz	M & M's Plain	\$1.00	5.0%
Candy	1.84 oz	Milky Way	\$1.00	5.0%
Candy	1.75 oz	Mr. Goodbar	\$1.00	5.0%
Candy	1.34 oz	Nestle's Crunch	\$1.00	5.0%
Candy	1.80 oz	Nutrageous	\$1.00	5.0%
Candy	1.85 oz	Payday	\$1.00	5.0%
Candy	1.53 oz	Reese's Peanut Butter Cups	\$1.00	5.0%
Candy	1.53 oz	Reese's Pieces	\$1.00	5.0%
Candy	2.17 oz	Skittles	\$1.00	5.0%
Candy	1.86 oz	Snickers	\$1.00	5.0%
Candy	1.78 oz	Snickers PB Squared	\$1.00	5.0%
Candy	2.00 oz	Sour Patch	\$1.00	5.0%
Candy	1.77 oz	Sprees	\$1.00	5.0%
Candy	2.07 oz	Starburst	\$1.00	5.0%
Candy	1.79 oz	Twix	\$1.00	5.0%
Candy	2.50 oz	Twizzler	\$1.00	5.0%
Candy	1.60 oz	Whatchamacallit	\$1.00	5.0%

Snacks & Crackers

CATEGORY	PACKAGE S	PRODUCT	PRICE	COMMISSION
Crackers	1.00 oz.	Austin Cheese Crackers	\$0.85	5.0%
Crackers	1.46 oz.	Austin Peanut Butter & Cheese	\$0.85	5.0%
Crackers	1.46 oz.	Austin Toastys	\$0.85	5.0%
Snacks	1.50 oz.	Beef & Cheddar Stix	\$0.85	5.0%
Snacks	1.40 oz.	Cornnuts BBQ	\$0.85	5.0%
Snacks	1.40 oz.	Cornnuts Chili	\$0.85	5.0%
Snacks	1.40 oz.	Cornnuts Nacho	\$0.85	5.0%
Snacks	1.40 oz.	Cornnuts Original	\$0.85	5.0%

Snacks	1.40 oz.	Cornnuts Ranch	\$0.85	5.0%
Snacks	2.00 oz.	Fig Newtons	\$0.85	5.0%
Snacks	2.00 oz.	Fig Newtons Fat Free	\$0.85	5.0%
Snacks	1.30 oz.	Golden Batch Sugar Free Wafers	\$0.85	5.0%
Snacks	1.75 oz.	Golden Batch Sugar Free Wafers Redu	\$0.85	5.0%
Snacks	2.00 oz.	Kar's Sweet n Salty Mix	\$0.85	5.0%
Snacks	1.80 oz.	Lemon Oh's	\$0.85	5.0%
Snacks	1.75 oz.	Nabisco Swiss Cookies	\$0.85	5.0%
Snacks	1.60 oz.	Nature Valley Granola Oats & Honey	\$0.85	5.0%
Snacks	1.13 oz.	Nature Valley Granola Peanut Butter	\$0.85	5.0%
Snacks	1.30 oz.	Nature Valley Strawberry N Yogurt	\$0.85	5.0%
Snacks	1.70 oz.	Nutri Grain Apple	\$0.85	5.0%
Snacks	1.30 oz.	Nutri Grain Strawberry	\$0.85	5.0%
Snacks	1.80 oz.	Oreos	\$0.85	5.0%
Snacks	2.00 oz.	Planters Peanuts	\$0.85	5.0%
Snacks	2.00 oz.	Planters Peanuts Hot N Spicy	\$0.85	5.0%
Snacks	1.70 oz.	Snackwells Chocolate Sandwich	\$0.85	5.0%
Snacks	1.50 oz.	Snackwells Cream Sandwich	\$0.85	5.0%
Snacks	1.60 oz.	Trails Best Salami Stick	\$0.85	5.0%
Snacks	1.50 oz.	Welch's Fruit Snacks	\$0.85	5.0%

Gum & Mints

CATEGORY	PACKAGES	PRODUCT	PRICE	COMMISSION
Gum & Mints	6 Stix	Big Red Gum	\$0.75	5.0%
Gum & Mints	6 Stix	Dentyne Gum	\$0.75	5.0%
Gum & Mints	.95 oz.	Five Flavor Mints	\$0.75	5.0%
Gum & Mints	.72 oz.	Peppermint Mints	\$0.75	5.0%
Gum & Mints	.72 oz.	Spear-o-Mint Mints	\$0.75	5.0%
Gum & Mints	.72 oz.	Wintergreen Mints	\$0.75	5.0%
Gum & Mints	6 Stix	Wrigleys Doublemint Gum	\$0.75	5.0%
Gum & Mints	6 Stix	Wrigleys Juicy Fruit Gum	\$0.75	5.0%
Gum & Mints	6 Stix	Wrigleys Spearmint Gum	\$0.75	5.0%
Gum & Mints	6 Stix	Wrigleys Wintergreen Gum	\$0.75	5.0%

Bag Chips (LSS / Large Single Serve)

CATEGORY	PACKAGES	PRODUCT	PRICE	COMMISSION
Bag Chips	1.25 oz LSS	Andy Capp's Hot Fries	\$1.00	5.0%
Bag Chips	1.125 oz LS	Cheetos Baked	\$1.00	5.0%
Bag Chips	2.00 oz LSS	Cheetos Crunchy Jalepeno Cheddar	\$1.00	5.0%
Bag Chips	2.00 oz LSS	Cheetos Crunchy	\$1.00	5.0%
Bag Chips	2.00 oz LSS	Cheetos Flamin Hot	\$1.00	5.0%
Bag Chips	2.00 oz LSS	Cheez-it Snack Crackers	\$1.00	5.0%
Bag Chips	2.00 oz LSS	Doritos Baked	\$1.00	5.0%

Bag Chips	1.75 oz LSS Doritos Cool Ranch	\$1.00	5.0%
Bag Chips	1.75 oz LSS Doritos Nacho	\$1.00	5.0%
Bag Chips	2.00 oz LSS Fritos	\$1.00	5.0%
Bag Chips	2.00 oz LSS Fritos Chili Cheese	\$1.00	5.0%
Bag Chips	1.25 oz LSS Funyuns	\$1.00	5.0%
Bag Chips	1.00 oz LSS Herr's Jalapeno Poppers	\$1.00	5.0%
Bag Chips	1.125 oz LS Lays Baked	\$1.00	5.0%
Bag Chips	1.50 oz LSS Lays BBQ	\$1.00	5.0%
Bag Chips	1.50 oz LSS Lays Regular	\$1.00	5.0%
Bag Chips	1.50 oz LSS Lays Sour Cream & Onion	\$1.00	5.0%
Bag Chips	1.00 oz LSS Mac's Pork Skins	\$1.00	5.0%
Bag Chips	1.75 oz LSS Poore Bro.'s Jalapeno	\$1.00	5.0%
Bag Chips	1.75 oz LSS Poore Bro.'s Tater Skins	\$1.00	5.0%
Bag Chips	2.00 oz LSS Rold Gold Pretzels	\$1.00	5.0%
Bag Chips	1.50 oz LSS Ruffles Cheddar Sour Cream	\$1.00	5.0%
Bag Chips	1.50 oz LSS Ruffles KCMasterpiece BBQ	\$1.00	5.0%
Bag Chips	1.50 oz LSS Ruffles Regular	\$1.00	5.0%
Bag Chips	2.00 oz LSS Snyder's Mini Pretzels	\$1.00	5.0%
Bag Chips	1.50 oz LSS Sun Chips Garden Salsa	\$1.00	5.0%
Bag Chips	1.50 oz LSS Sun Chips Harvest Cheddar	\$1.00	5.0%
Bag Chips	1.50 oz LSS Sun Chips Original	\$1.00	5.0%

Healthy Snacks

CATEGORY	PACKAGES	PRODUCT	PRICE	COMMISSION
Healthy Snacks	0.81 oz.	100 Cal Chips Ahoy	\$1.10	5.0%
Healthy Snacks	0.81 oz.	100 Cal Oreo Thin Crisps	\$1.10	5.0%
Healthy Snacks	2.90 oz	Act II Popcorn Lite	\$1.10	5.0%
Healthy Snacks	1.50 oz.	Baked Bugles	\$1.00	5.0%
Healthy Snacks	1.50 oz.	Baked Cheetos	\$1.00	5.0%
Healthy Snacks	1.375 oz.	Baked Doritos .	\$1.00	5.0%
Healthy Snacks	1.125 oz.	Baked Lays Chips	\$1.00	5.0%
Healthy Snacks	1.50 oz.	Cheez It Reduced Fat	\$1.00	5.0%
Healthy Snacks	1.75 oz.	Chex Mix	\$1.00	5.0%
Healthy Snacks	2.00 oz.	Famous Amos Oatmeal Raisin	\$1.10	5.0%
Healthy Snacks	1.50 oz.	Welch's Fruit Snacks	\$0.85	5.0%
Healthy Snacks	2.10 oz.	Fat Free Fig Newtons	\$0.85	5.0%
Healthy Snacks	1.65 oz.	Garden of Eatin' Reduced Fat	\$1.10	5.0%
Healthy Snacks	2.12 oz.	Golden Batch Sugar Free Wafers Redu	\$0.85	5.0%
Healthy Snacks	1.5 oz	Kar's Energy Trail Mix	\$0.85	5.0%
Healthy Snacks	1.5 oz	Kar's Sweet & Salty Mix	\$0.85	5.0%
Healthy Snacks	0.81 oz.	Kellogg Special K Bar	\$0.85	5.0%
Healthy Snacks	1.70 oz.	Kellogg's Rice Krispy Treats	\$1.50	5.0%
Healthy Snacks	2.00 oz.	Mr Nature Mix n Yogurt	\$1.50	5.0%

Healthy Snacks	2.00 oz.	Mr Nature Unsalted Trail Mix	\$1.50	5.0%
Healthy Snacks	1.55 oz.	Nabisco Wheat Thins	\$1.10	5.0%
Healthy Snacks	1.50 oz	Nature Valley Granola Bars	\$0.85	5.0%
Healthy Snacks	1.30 oz.	Nutri Grain Assorted Flavors	\$0.85	5.0%
Healthy Snacks	1.50 oz.	Pepperidge Farm Goldfish	\$1.10	5.0%
Healthy Snacks	2.00 oz.	Planters Peanuts	\$0.85	5.0%
Healthy Snacks	1.75 oz.	Quaker Baked Cheddar Snack	\$1.10	5.0%
Healthy Snacks	0.91 oz.	Quaker Mini Rice Cakes	\$1.10	5.0%
Healthy Snacks	1.40 oz.	Quaker Oatmeal to Go	\$1.10	5.0%
Healthy Snacks	2.00 oz.	Rold Gold Pretzels	\$1.00	5.0%
Healthy Snacks	1.0 oz	Skinny Cow Dreamy Clusters	\$1.00	5.0%
Healthy Snacks	.77 oz.	Skinny Cow HC Peanut Butter	\$1.00	5.0%
Healthy Snacks	.77 oz	Skinny Cow Heavenly Crisp	\$1.00	5.0%
Healthy Snacks	1.50 oz.	Snyders Pretzels Fat Free	\$1.00	5.0%
Healthy Snacks	1.50 oz.	Sun Chips French Onion	\$1.00	5.0%
Healthy Snacks	1.50 oz.	Sun Chips Harvest Cheddar	\$1.00	5.0%
Healthy Snacks	1.50 oz.	Sun Chips Original	\$1.00	5.0%
Healthy Snacks	2.00 oz.	Zoo Animal Cookies	\$1.10	5.0%

FRUIT JUICE

QUANTITY	PACKAGES	PRODUCT	PRICE	MARKUP
Juice	15.2 oz	Minute Maid 100% Apple Juice	\$1.75	5.0%
Juice	15.2 oz	Minute Maid 100% Orange Juice	\$1.75	5.0%