



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1304

RFP TITLE: CAFE FOOD AND BEVERAGE CONCESSION -CAMERON COUNTY HALL OF JUSTICE

DATE DUE: MAY 16, 2023

DUE NO LATER THAN 3:00 P.M.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY")** sets and **an electronic (PDF format file only)** of your proposal for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.

PRE-PROPOSAL MEETING is scheduled to be held at 10:00 a.m. on Wednesday, April 26, 2023 at Coffee Shop – Judicial Building – First Floor – 954 East Harrison St., Brownsville, Tx. 78520

QUESTIONS DEADLINE: **Friday, April 28, 2023 at 5:00 p.m.** All questions will only be accepted in writing via e-mail: purchasing@co.cameron.tx.us

For additional information or to request addendum contact: Ignacio Amezcua or Roberto Luna at (956) 544-0871, E-mail: purchasing@cameroncounty.com. To ask specific questions on project requirements, please call: Ignacio Amezcua at (956) 544-0871

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.
All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

How did you find out about this RFP? _____ (ex: Newspaper, Web, mailout)

SIGNATURE: _____ Print Name: _____

Is Proposer's principal place of Business within Cameron County? Yes - No

If yes what City: _____

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Responders must sign each bid page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid page will disqualify the BID/PROPOSAL offer.

CHECK LIST

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

☒ **Cover Sheet**

Your company name, address and your signature (**IN INK**) should appear on this page.

☒ **Instructions to Proposers**

You should be familiar with all of the Instructions to Proposers.

☒ **Special Requirements**

This section provides information you must know in order to make an offer properly.

☒ **Specifications / Scope of Work**

This section contains the detailed description of the product/service sought by the County.

Attachments

☒ **Attachments A, B, C, D, E, F, G, H, I**

Be sure to complete these forms and return with packet.

☐ **Minimum Insurance Requirements**

Included when applicable

☐ **Worker's Compensation Insurance Coverage Rule 110.110**

This requirement is applicable for a building or construction contract.

☐ **Financial Statement**

When this information is required, you must use this form.

Other - Final reminders to double check before submitting RFP

☐ Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?

☐ Did you complete, sign and submit page 1?

☐ Did you provide the number of copies as required on the cover page?

☐ Did you visit our website for any addendums? <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

CAFE FOOD AND BEVERAGE CONCESSION -CAMERON COUNTY HALL OF JUSTICE

RRF # 1304

INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only.

Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H, I and return all with your RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter §176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section §176.006, Local Government Code. A person commits an offense if the person violates Section §176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section §176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions. tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding outcome of award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON SUBMITTING YOUR RESPONSE

1. **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY") sets and an electronic (PDF format file only) MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Proposals MUST give full firm name and address of the proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Proposals CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Written and verbal inquiries pertaining to bids must give RFP Number and Company.

5. NO changes or cancellations permitted without written approval of Purchasing Agent. The County reserves the right to accept or reject all or any part of any RFP and waive minor technicalities.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
7. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP**
8. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP, for the item(s) being specified, and the particular use for which they are meant.
9. It is the responsibility of the Proposer to ask any and all questions the Proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor or respond promptly to all questions asked.
10. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
11. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of the proposal.
12. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.
13. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
14. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.
15. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
16. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners Courtroom, on the scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.
17. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners Court after the proposal has been awarded.
18. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
19. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
20. All proposals meeting the intent of this RFP will be considered for a possible concession lease agreement negotiation.
21. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
22. Proposals must comply with all federal and state laws, County policy and local regulations.

23. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
24. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.
25. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
26. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.
27. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
28. Availability of Funds: This procurement is subject to the availability of funding. Cameron County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the County for any payment shall arise until funds are made available to the County for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
29. Non-Appropriation Clause: Notwithstanding any provisions for this agreement, the parties agree that the services are payable by Cameron County from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Cameron County to pay these services for any fiscal year, this Agreement shall terminate without further obligation of County. In such event, the Cameron County Administrator shall certify to contractor that sufficient funds have not been made available to County to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the RFP price. Final location will be supplied to the vendor on award of RFP, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different _____.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in RFP.

VARIATION IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense. Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information

must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

REQUEST FOR PROPOSALS
RFP#1304
CAFE: FOOD AND BEVERAGE CONCESSION
AT CAMERON COUNTY HALL OF JUSTICE

The Cameron County Commissioners Court (herein called the "County") hereby invites Proposals from qualified, interested parties (herein called "Proposer") for the award of a Food and Beverage Concession services in the Cameron County Hall of Justice Building pursuant to the terms and conditions hereinafter set forth in, or referred to in, this Request for Proposals.

GENERAL DESCRIPTION OF THE CONCESSION

The Food and Beverage Concession will run for a **term of five (5) years with 2 each renewal options (each renewal being 2 yrs.)**. Said commencement date is anticipated to be **June 7, 2023**. This concession includes the right and obligation to operate a facility for food and beverages prepared for consumption in the Courthouse. The exact terms of the concession are set forth ie: the Food and Beverage Concessionaire Agreement and Lease attached as "**Exhibit 1**" hereto.

The Courthouse has approximately **750 square feet**, located at **954 East Harrison St., Brownsville, Tx. County Judicial Building** on the 1st Floor of the Courthouse for the concession area and kitchen.

EXECUTIVE SUMMARY

Format and Content: Please included in your RFP's as part of your cover the following:

Executive Summary (2 pages max.)

Summary of RFPs as submitted

Introduction (2 pages max.)

RFPs must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. RFPs must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFPs may cause their RFPs to be determined to be non-responsive and the RFPs may be rejected. Include the following: *Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

Understanding of the Project (1-page max.)

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology Used for the Project (1-page max.)

Proposers must provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet Cameron County's project schedule.

Management Plan for the Project (1-page max.)

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet Cameron County's project schedule.

Experience and Qualifications (2 pages max.)

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

RFP Cost Proposal (1-page max.)

Proposer's cost RFPs must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Evaluation Criteria (2 pages total max. for all criteria)

Explain your firms' strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criteria separately with explanation for each.

QUALIFICATIONS OF CONCESSIONAIRES

A. General Qualification Requirements:

It is the intention of Cameron County to have nothing less than a high-quality food and beverage concession operating at the Courthouse with adequate experience at similar operations at other facilities. The experience, ability, quality of service and reputation of the proposer, as well as its financial ability to establish and carry on the business, will be important considerations in the selection of a concessionaire. No proposal will be considered or accepted which is received from any proposer who is in default, under the terms of any existing agreement with the County, or who has failed to perform their obligations faithfully under any previous agreements with the County. Each proposer shall submit only one (1) proposal. A proposal will be rejected if there is any evidence of collusion with another proposer. If there is any commonality or affiliation between proposers or in any other material respect, the County will consider only one (1) of the proposals for possible acceptance. Proposers will be judged according to the criteria determined by the County to be relevant and based on the information submitted by the proposer pursuant to Section II and on any further information requested by the County to be submitted.

B. Points System:

On the next page, for the purposes of the evaluation, our requirements have been grouped into six (6) categories. Some categories are designated as "mandatory", and in these, the vendor must satisfy all requirements. The other categories have a range of points (from "0" to "maximum") associated with them. In these categories, each RFP will be assigned a value within the specified range according to how well the reply sets the requirements for the category. The following table lists the categories and the maximum points associated with each.

In the "Monthly Payment Due to County" Category, the maximum points will be assigned to the RFP with highest, total monthly payment computed as specified. The points assigned to each of the other RFPs will be reduced by the percentage by which that RFPs' computed cost reduced from the highest monthly payment due to the County.

The points assigned for the other categories will be based upon the information provided in the RFPs, checks of references cited and data available from your listed sources.

EVALUATION: POINTS SYSTEM

II. EVALUATION AND SELECTION CRITERIA

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non-responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points
Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points
Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

C.	<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
	<u>PERCENTAGE</u>	

RFP Bond = \$ 500.00	Mandatory	
Monthly Payment Due to County	630	63%
Financial Ability and Stability	120	12%
References	100	10%
Vendor Qualifications and Experience	100	10%
RFP Completeness of Response, Documentation and Preparation	50	5%

D. Vendor Acceptance of Evaluation Technique:

Submission of an RFP implies vendor's acceptance of the evaluation technique, and vendor's recognition that subjective judgments must be made by the County during the assigning of points.

E. Equipment on hand:

The following equipment will remain available in the café area and may be used by the successful proposer.

1. Flat cook top (1 – ea.)
2. Deep fryer (1 – ea.)

3. Food Warmer (1 – ea.)
4. Freezers (2- ea.)
5. Sink (1 – ea.)
6. Counter top (1 – ea.)
7. All tables & chairs in dining area.

IF ANY EQUIPMENT (AS LISTED ABOVE) IS NO LONGER FUNCTIONAL AND IS REMOVED – DUE TO NORMAL WEAR AND TEAR - THE COUNTY WILL NOT REPLACE THIS EQUIPMENT. THE AWARDED VENDOR CAN PAY FOR (AND PURCHASE) ANY REPLACEMENT ITEMS (AS LISTED ABOVE) VENDOR DEEMS NECESSARY FOR THEIR CONCESSION BUSINESS OPERATIONS, BUT IS NOT REQUIRED TO REPLACE ITEMS DETERMINED BY THE VENDOR TO BE UNNECESSARY FOR IT'S OPERATIONS. THE VENDOR WILL OWN ITEMS THEY PURCHASE.

All other items belong either to the present vendor or the outside snack vendors and will be moved in and out by them.

Asst. County Auditor will provide successful proposer with inventory along with a contract for signature in accepting responsibility for all equipment on list.

F. Utilities:

Cameron County will pay utilities. Cameron County will not pay telephone expenses.

PART I – GENERAL REQUIREMENTS

- 1.0 **PURPOSE:** Cameron County Commissioners' Court will accept Proposals for the operation of an existing concession business located at 954 East Harrison St., Brownsville, Tx. 78520. The County will entertain a possible Concession Agreement for the lease of a seven hundred and fifty (750) square feet, 1st Floor indoor area in Cameron County Judicial Court building and equipped for food service, which would be utilized by the concessionaire. The concession business may be used only for the sale of items such as daily breakfast and lunch specials, fried sea food, boiled shrimp, hamburgers, hot dogs, chips, sodas, bottle water, ice cream treats, snow cones, soups, candy and other items as approved in writing by County representative from Maintenance and Operations department, but absolutely no glass containers of any kind will be allowed to be sold to the public. The objective is to obtain a successful concessionaire which will provide the public with services. The County has the right to suspend the sale of such products with reasonable cause at any time during the term of the concession. **Alcohol or tobacco products will not be allowed at the Judicial Coffee Shop.**
- 2.0 **INCURRED EXPENSES:** There is no expressed or implied obligation for Cameron County to reimburse for any expense incurred in preparing Proposals in response to this request, and Cameron County will not reimburse anyone for these expenses. Cameron County will consider all Proposals from all responsible Proposers.
- 3.0 **CASHIER'S CHECK AND FORFEITURE:** Each RFP shall be accompanied by a Cashier's Check made payable to Cameron County in the amount of **Five Hundred (\$500.00) Dollars** as a guarantee that if the Proposer receives an award, the Proposer will enter into a contract for services and submit proof of any required insurance. Checks of unsuccessful Proposers will be returned. If the successful Proposer fails to satisfy all pre-work requirements or commence work after award, that Proposer shall forfeit this security deposit. Cameron County shall retain it as liquidated damages.
- 4.0 **GENERAL CONDITIONS:** Proposers shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. RFP must set forth accurate and complete information as required by this RFP (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Cameron County.
- 5.0 **SITE INSPECTION:** Before submitting an RFP, Proposers are encouraged to visit the facility and make all investigations and examinations necessary to ascertain site and/or local physical conditions and requirements affecting the full performance of the Concession Agreement and to verify any representations made by the Cameron County, Texas, upon which the Proposer will rely. If the Proposer receives an award because of its RFP submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the Concession Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief. Failure to do so, will not relieve the successful Proposer from performing the contract in accordance with all terms and conditions as set forth.
- Each Proposer attests, by signing this RFP that he/she has acquainted themselves with the Coffee Shop sites and fully understands there will be no recourse for negligence or oversight for not doing so.
- 6.0 **CONTRACT PERIOD:** The Agreement resulting from this Solicitation shall be a Term of the time period specified herein. During the specified time period, the Concessionaire shall

provide food concession services to the County in accordance with the terms and conditions established herein. It is understood that the County does not guarantee any specific amount of food concession business under this agreement. The period of the Contract shall extend for **sixty (60) months** from the date of Award, beginning **June 7, 2023 thru June 6, 2028** **with option to renew twice with each renewal being an additional 2 years each term.**

- a) Either party may cancel this Contract, in whole or in part for its convenience, by giving thirty (30) days prior notice in writing. *However, the Concessionaire shall not be authorized to exercise this cancellation option during the first one hundred eighty (180) days of the Contract.*
- b) Contact Pedro Hinojosa, Director Maintenance and Operations Department; phone 956-544-0823 for questions and to make arrangement to inspect Coffee Shop sites.

7.0 RFP PRICE: Rent to be paid to the Cameron County Treasurer's Office will be on an annual flat rate to be paid as specified in the Concession Agreement on a Monthly basis at 1/12th of the Annual Rate or 10% of gross sales whichever is greater. **Security Deposit shall be equal to one (1) month's rent based on the Flat Rate.**

- a) The Rental amount RFP shall remain firm during the period of the Contract.
- b) PROPOSER hereby certifies that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting an RFP for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the PROPOSER hereby agrees to abide by all terms and conditions of this RFP and certifies that the person executing the RFP form is authorized to sign this RFP for the PROPOSER.

8.0 **RFP EVALUATION AND AWARD:**

- a) The award of the contract shall be made to the responsible Proposer whose RFP is determined to be the best offer. The Cameron County Commissioner's Court reserves the right to waive any formality; reject any and all RFP s; or to award the contract to the responsible concessionaire whose RFP is determined to be the best offer, taking into consideration the relative importance of annual flat rates offered. No RFP will be entertained that does not meet, at a minimum, the concessionaire's willingness to accept all terms, conditions, restrictions, and other obligations imposed upon the concessionaire in the attached Concession Agreement. However, the County reserves the right to reject any and all RFPs in accordance with the Cameron County Procurement Policies.

9.0 **REJECTION OF RFP:**

- a) County expressly reserves the right to:
 - 1) waive any defect, irregularity or informality in any RFP;
 - 2) reject or cancel any RFP or parts of any RFP;
 - 3) accept RFPs from one or more Proposers; or
 - 4) procure the services in whole or in part by other means.

NOTE: PARTS II, III, AND IV, ALONG WITH THE RFP, AND ANY DEVIATION TO WHICH CAMERON COUNTY HAS AGREED, IN WRITING, WILL BE INCLUDED WITH THE CONTRACT.

CAFE FOOD AND BEVERAGE CONCESSION -CAMERON COUNTY HALL OF JUSTICE
RRF # 1304

PART II - SPECIFIC REQUIREMENTS

1.0 RESPONSIBILITIES OF THE COUNTY:

At Judicial Building Coffee Shop, the County will provide the Proposer a facility capable of furnishing the required food products to the general public.

- a) County facilities are provided in an "as is" condition.
- b) The County shall provide water and sewer usage necessary to provide the services required by this contract at a reasonable monthly rate. The Proposer shall pay for electricity, gas, telephone and internet usage necessary to provide the services required by this Contract. The County will not be responsible for electricity, gas, internet or any long-distance telephone calls placed by the Concessionaire and/or his employees, or from the facilities.
- c) The County will be responsible for all repairs to the facility which is not the result of actions caused by the negligence or misuse of or by the Concessionaire and/or his employees. The Concessionaire shall be responsible for upkeep, repairs, and preventative maintenance in any manner related to the operation of said concession. The County should be notified in writing to any improvements needed to be done to the facility. The County is not responsible for any and all damages to any equipment used by the Concessionaire.
- d) The County agrees to establish reasonable procedures that will allow the Concessionaire to have access to and operate the Coffee Shop concession(s) in accordance with the requirements established herein.

1.0 COUNTY WILL NOT BE RESPONSIBILITIES FOR THE FOLLOWING:

- a) County will not provide internet services.
- b) County will not provide Trash Bin or manage disposal of such.
- c) County will not be responsible for any telephone equipment, phone lines, or related expenses.

3.0 RESPONSIBILITIES OF THE CONCESSIONNAIRE:

NOTE: Judicial Coffee Shop peak operating season is between the months of March through August, and Proposers should take into consideration when submitting their RFP that revenues during the non-peak months may be low.

- a) The concessionaire shall furnish equipment and fixtures necessary for an attractive display and storage of merchandise. All of the buildings, signage, equipment and fixtures used in any concession operation shall be subject to prior and on-going approval by the Maintenance and Operations Director, or his designee, as to appearance, appropriateness and safety.
- b) The Proposer (concessionaire) must provide sufficient personnel to supervise and operate the Coffee Shop concession facilities pursuant to the hours established by the Maintenance and Operations Department... Concessionaire shall have the right to adjust the hours during which all or any part of the said concession be open for special functions or at other times, by first securing the consent and approval of the County Maintenance and Operations Director in writing. The Concessionaire will provide all authorized services during hours the public can

reasonably expect services to be available. Concessionaire will provide an operation plan which will include specific days of operation and hours. Failure to perform services according to schedule without Cameron County approval shall be considered non-performance.

- c) Concessionaire and their Employees shall observe all applicable County rules and regulations and exercise courtesy and consideration in their relations with the public. The Concessionaire shall require employees who come in contact with the public to wear a uniform or badge, with a name tag, to show they are employees of the Concessionaire. The employees will be allowed access to the concession Coffee Shop location for business purposes only and during normal working hours.
 - Awarded Concessionaire and their employees will be subject to a criminal background check by Court Security prior to starting contract. Must pass background check in order to be allowed to have access into building.
- d) Improvements must meet architectural standards consistent with rest of the Coffee Shop. The Concessionaire shall provide a cash register and shall have sufficient totals to record major categories, including sales tax, total purchase, must automatically issue an itemized customer receipt showing total amount purchased, date and name of concession, and record all transactions covered under the requirements of this contract. The Concessionaire must provide a register customer receipt to all customers for all sales. The Concessionaire will need to permanently affix a sign that informs the public of the following, **"If this Concessionaire fails to issue a register receipt after the purchase is complete your service shall be free."**
- e) The Concessionaire shall comply with the requirements of all applicable Federal and State laws and regulations, as appropriate, relating to health, minimum wage, social security, unemployment insurance, worker's compensation, and equal employment guidelines.
- f) The Concessionaire shall obtain all necessary licenses and permits as required by law.
 - 1) The County reserves the right to require proof that the Proposer is an established business and is abiding by the ordinances, regulation, and laws of their community and the state of Texas, such as but not limited to: occupational licenses, business licenses, Texas Sales Tax registration, Federal Employers Identification Number, AND;
 - 2) Each firm shall submit with their RFP a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.
 - 3) Concessionaire must have a City Permit to sell food and operate a Food Concession as well as a Health Permit every year and a Certificate of Occupancy.
- g) The Concessionaire shall maintain financial records in accordance with Part III.
- h) The Concessionaire shall be allowed to sell or serve the following food items:
 - 1) Breakfast foods both hot and cold, i.e., cereals, eggs, toast, bagels, muffins, biscuits, biscuits and gravy, fruit and other approved items.
 - 2) Lunch and dinner foods, both hot and cold, i.e., hot dogs, hamburgers, pizza, soups, chili, chicken, sandwiches (hot or cold), baked potatoes, French-fries and other approved foods.
 - 3) Snack foods to include, chips, crackers, popcorn, packaged or canned goods, ice cream products, candy, gum, and other approved items.
 - 4) Bottled (plastic) and/or canned drinks.
- i) In exchange for the right to operate the concession, the Concessionaire shall pay to the County no later than the 10th day of each month, an amount equal to 1/12 of the Annual Guaranteed

Amount. Payments received after the 10th of each month will be subject to a late fee of 10% of the Monthly base fee charged and due on a daily basis for each late day. If 10% of the gross receipts received, less sales tax is higher than the Annual Guaranteed Amount paid, the difference will be due at the end of each Anniversary year.

- j) Concessionaire shall manage their own trash contract and trash disposal requirements as well as related expenses.
- i) Concessionaire shall be responsible for Fire Suppression System – installed and inspected to comply with all Fire Marshall requirements. Fire Extinguishers will be checked and maintained by Concessionaire.
- k) Concessionaire shall manage and be responsible for the cleaning of all Grease traps. Concessionaire will also be responsible for all 3 section sink drains.
- l) Concessionaire shall be responsible for the Coffee Shop Pest Control Services on a monthly basis.
- m) Concessionaire shall **not** allow any other vendor to be permitted to operate in the Coffee shop area. Concessionaire shall not permit on site advertising.
- n) Concessionaire shall be responsible for all existing and new Equipment maintenance and all cost associated with maintenance and repairs. Concessionaire will also be responsible for the purchase of any additional equipment that they may require. This also includes any and all related expenses.
- o) Concessionaire will be responsible for posting all prices on the wall including all appropriate signage. All signage will be subject to approval by Cameron County.
- p) Concessionaire will – at all times – adhere to appropriate dress code. Cameron County will have the authority to ensure that vendor adheres to dress code based on County approval.
- q) Concessionaire will restrict all deliveries of all items required for Coffee Shop operations to Monday to Friday 8:00 a.m. to 5:00 p.m.
- r) Concessionaire will verify that inspections of the Coffee Shop are done on a regular basis and that all corrective/remedial measures are made immediately to rectify all demerits (as per report). If any findings / demerits are noted on the Health Inspection report, a copy of the report will be given to the County's Civil Legal Department for review.
- s) Concessionaire will give Cameron County Maintenance and Operations Director a copy of the City Health Dept. Inspector's Inspection report within 1 day of it being issued/released.
- t) Concessionaire is aware of and will comply with all City Health Department requirements.
- u) Concessionaire is aware of and will comply with all current cleaning requirements. (Example: cleaning of microwave ovens every 12 hours and if dirty clean all floors, counters, walls every 12-24 hours. Also washing of hands, wearing hair-nets, and use of closed shoes will be adhered to.
- v) Concessionaire shall keep all deliveries of goods (food, beverages, miscellaneous supplies) through the front doors of building for Court security inspections. No exemptions will be allowed by Cameron County. This is a high security building and as such requires for all visitors and employees to go through court security inspection at all times.

CAFE FOOD AND BEVERAGE CONCESSION -CAMERON COUNTY HALL OF JUSTICE
RRF # 1304

PART III – ACCOUNTING PROCEDURES & REVENUES

- 1.0. ACCOUNTING PROCEDURES: The Concessionaire shall maintain complete accounting records and implement appropriate accounting controls consistent with good business practices.
- a. All transactions generated as a result of the operation of the concession(s) shall be accounted for as follows:
 - 1) All sales shall be rung through the concession cash register.
 - 2) Concession receipts shall be reconciled by the Concessionaire at the end of each month on a "Payment Certification Form" approved by the County. This certification form is to be signed by the Concessionaire and submitted to the Maintenance and Operations Department, for approval prior to payment of the monthly concession fee by the Concessionaire to the County. Gross receipts used for computation of the 10% amounts (which would apply at the end of year if it exceeds the Guaranteed Annual amount) for the County shall not include sales taxes. Sales taxes shall be collected by the Concessionaire and remitted to the State of Texas as required by law. Certification form shall record sales taxes so collected and remitted, for Concessionaire's records. The Concessionaire shall furnish a monthly financial statement to the Maintenance and Operations Director on or before the 10th day of the succeeding month. The financial statement shall reflect the amount of total gross receipts collected by Concessionaire during the preceding month. Along with the submission of the financial statement, Concessionaire shall include the authenticated total of the total gross sales for Maintenance and Operations Dept. Concession Operations sold at Coffee Shop. Said fee shall be calculated by multiplying the gross receipts of the preceding month by the 10% percent. If no Coffee Shop sales are conducted during the month, a negative sales report shall be provided. Concessionaire shall keep a ledger stating the dates and hours that the concession is in operation. The ledger shall be signed by Coffee Shop staff each day to acknowledge that the concessionaire is providing the service as stated in the contract agreement. This ledger is to be turned in each month along with the monthly financial statement.
 - b. Concessionaire shall prepare and maintain accurate and complete records reflecting the receipts and expenses under this contract. The Concessionaire shall maintain a separate bank account solely for receipts and disbursements relating to this contract. Concessionaire shall not pay from this account expenses for anything not associated with costs of this contract. Cameron County may audit these records and accounts within a reasonable time. The Concessionaire's accounting records must be made available for audit/inspection by the County at all reasonable times.

CAFE FOOD AND BEVERAGE CONCESSION -CAMERON COUNTY HALL OF JUSTICE
RRF # 1304

PART IV - REQUIRED DOCUMENTATION

Please note this Section may not address all documentation required by the RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. CAMERON COUNTY RESERVES THE RIGHT TO REJECT ANY RFP WHICH DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.

RFPs shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the RFP. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of an RFP shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this RFP.

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY") sets and an electronic (PDF format file only) and all attachments of the following in 8 ½ " by 11" format, clearly legible, tabbed and in a binder. To achieve a uniform review process and to obtain a maximum degree of comparability, Cameron County requires that RFP information be submitted in the following order:

Table of Contents

List title of each tabbed section and title of any additional information included in this RFP.

Tab 1 - Transmittal Letter

- a) Submit a signed letter briefly addressing the services to be provided by Proposer.

Tab 2 - Proposed Concessionaire Information

- a) Name of owner/operator
- b) Address of concession owner/operator
- c) Telephone & Fax number
- d) Identification by name and address of principal financial investors/supporters committed to the project, specifying estimated proportionate levels of involvement for each in the total project.
- e) Include the name and telephone numbers of the designated individual(s), who will answer technical and contractual questions with respect to the RFP.
- f) Beverage operations (whether leased or owned) in operation over the last five (5) years with contact information for landlords where applicable. For county locations, this information should include the following:
 - 1. Name and location of all county operations indicating the two locations Proposer believes to be its best operations
 - 2. Name and telephone number of county contact person
 - 3. Term of lease or concession agreement
 - 4. Gross receipts and number of customers at each location for the past three calendar years
 - 5. Number of employees
 - 6. Basic financial arrangements with each county operator including, but not limited to minimum annual guarantees, percentage of gross receipts payments and investment requirements.

Tab 3 - Authorization to Do Business in Texas and Management / Organization

Evidence of authorization and certificate of good standing issued by the Secretary of State of Texas indicating Proposer is authorized to conduct business within the State of Texas.

Tab 4 - Bid Bond

A Bid Bond in the amount of five hundred dollars (\$500) shall accompany each RFP submitted as a guarantee that all provisions of the RFP specifications shall be met. Bid bonds will be returned to all unsuccessful Proposers following award by the Cameron County Council and to the successful Proposer following receipt of the Bid Bond.

Tab 5 - Minimum Annual Guarantee and Percentage Rental

Proposer must submit a list of all concession services to be provided and the percentage of gross receipts sales the County will receive for those services.

For the period of time during the term of Concession Agreement for twelve-month period, monthly rental shall equal 1/12 of the minimum annual guarantee proposed herein, on a monthly basis.

Annual Dollar amount below must be the same for each of the five (5) years and not fluctuate.

Annual Guaranteed Flat Rate (to be completed by Proposer)

Year 1	<u> </u> <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> . <u> </u> <u> </u> (MINIMUM REQUIRED \$9,000 PER YEAR)
Year 2	<u> </u> <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> . <u> </u> <u> </u> (MINIMUM REQUIRED \$9,000 PER YEAR)
Year 3	<u> </u> <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> . <u> </u> <u> </u> (MINIMUM REQUIRED \$9,000 PER YEAR)
Year 4	<u> </u> <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> . <u> </u> <u> </u> (MINIMUM REQUIRED \$9,000 PER YEAR)
Year 5	<u> </u> <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> . <u> </u> <u> </u> (MINIMUM REQUIRED \$9,000 PER YEAR)

For the period of time during the term of the Concession Agreement that for the preceding twelve (12) month period, the successful Concessionaire shall pay the minimum annual guarantee indicated above on a monthly basis or 10 % of the gross receipts whichever is greater. The monthly minimum guarantee shall be due and payable in advance, without demand, by the first of the month. Percentage of gross receipts payments shall be due and payable on or before the 10th day of each month, commencing with the second month in which payments accrue under the Concession Agreement. Percentage of gross receipts payments shall be paid in such a fashion that the County, on a calendar year-to-date basis, will receive the higher of the cumulative minimum annual guarantee or the cumulative percentage of gross receipts payment.

The term "Gross Receipts" as used herein shall include all monies paid or payable to the Concessionaire for sales made and/or for services rendered at or from the premises and any other revenue of the type arising out of or in connection with the Concessionaire's operations at the premises, including but not limited to, any sales made or services rendered at or from the premises by concessionaire's agents, subtenants, or subcontractors, provided that Gross Receipts shall not include:

- a) Any taxes imposed by law which are separately stated to and paid by the customer and directly payable to a taxing authority by the concessionaire. Refunds and credits to customers for services or for merchandise returned or exchanged.

- b) Amounts and credits received in settlement of claims for loss of, or damage to merchandise.
- c) Amounts and credits received for merchandise returned to shippers, wholesalers, or manufacturers.
- d) Amounts received from the sale of waste or scrap material or from the sale or trade-in of fixtures, equipment, or furniture owned by concessionaire.
- e) The value of merchandise exchanged with or transferred to other operations of concessionaire.
- f) Tips and gratuities received by employees of the concessionaire, which were not included in the bill presented to the customer.
- g) Any value gained from trade-out of existing fixtures, furnishings and equipment acquired.

Tab 6 – Changes / Deviations

Requested changes to Concession Agreement

List any requested changes to the draft Concession Agreement. Each requested change shall reference the lease article and page number. All terms and conditions in the Draft Lease Agreement are final unless any requested changes are approved and agreed upon. The County has the right to negotiate the terms and conditions with the selected Proposer.

Deviations to terms, conditions and specifications

Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the RFP offered is in strict compliance with these specifications and the successful Proposer will be held responsible.

Tab 7 - References - Mandatory

Complete & include **Attachment A** three (3) references page. References to include (3) three business references and one (1) creditor or bank.

Tab 9 - All other information required by this RFP

(Please note if applicable: All design documents must be reviewed and approved by Cameron County prior to any construction. It is the responsibility of the selected Proposer to obtain and comply with all permits, licenses and authorizations as may be applicable from all governing agencies having jurisdiction over the area to be developed and operated as the Food and Beverage Concession in County Coffee Shop).

Proposer must submit the following documents after contract award:

Insurance documentation within ten (10) days from execution of the contract.

All other information required in this RFP

Concession Agreement

- a) The contents of this RFP and all provisions of the successful RFP deemed pertinent by the County may be incorporated into a Concession Agreement and become legally binding. A separate Concession Agreement will be issued. See attached Concession Agreement or preliminary draft.
- b) The Commissioners Court is the sole Contracting Officer for the County of Cameron, Texas, and only the Court is authorized to make changes to any contract.

Award Term **5 years** with **2 each renewal options (each renewal being 2 yrs.).**

Award will be approved by the Cameron County Commissioners Court.

Records & Right to Audit

The Concessionaire shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Concessionaire shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the Concession Agreement and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Concession Agreement as the result of changes in law and/or Ordinances of Cameron County to impose new rules and regulations on the Concessionaire under the Concession Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Concessionaire notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Concessionaire. In the event any future change in Federal, State or County law or the Ordinances of Cameron County materially alters the obligations of the Concessionaire, or the benefits to the County, then the Concession Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Concessionaire, then the Concessionaire or the County shall be entitled to an adjustment in the rates and charges established under the Concession Agreement. Nothing contained in the Concession Agreement shall require any party to perform any act or function contrary to law. The County and Concessionaire agree to enter into good faith negotiations regarding modifications to the lease which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Concession Agreement, the County and the Concessionaire shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Concessionaire directly and demonstrably due to any modification in the lease under this clause.

Right to Require Performance

- a) The failure of the County at any time to require performance by the Concessionaire of any provision hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- b) In the event of failure of the Concessionaire to deliver services in accordance with the lease terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Concessionaire responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

NON-PERFORMANCE

- a) Time is of the essence in this contract and failure to deliver the services specified shall be considered a default.
- b) In case of default, the County may procure the services from other sources and hold the Concessionaire responsible for all costs occasioned there by and may immediately cancel the contract.

Minor Irregularities

The County reserves the right to waive minor irregularities in RFPs, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

Governing Laws

Except to the extent Federal law is applicable, the laws and regulations of the State of Texas, and the County of Cameron, Texas, shall govern the interpretation, effect, and validity of any contract(s) resulting from this RFP. Venue of any court action shall be in Cameron County. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

INSURANCE AND LIABILITY

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- a) Name County as additional insured, as its interests may appear.
- b) Provide County a waiver of subrogation.
- c) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- d) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Cameron County. All insurance policies shall be issued by insurers licensed to do business in the State of Texas and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- e) Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subcontractor providing such insurance.
- f) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury (Per occurrence)	\$500,000.00
Bodily injury Aggregate.....	\$1,000,000.00
Property Damage (Per occurrence)	\$500,000.00
Property Damage Aggregate.....	\$1,000,000.00
Fire Damage.....	\$100,000.00
Medical Expense (Anyone (1) person)	\$5,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation: Statutory

g) INDEMNITY

The Proposer covenants and agrees that it will indemnify and hold harmless the COUNTY and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Concessionaire during the performance of the contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the Concessionaire nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

h) PROTECTION OF PERSONS AND PROPERTY

- 1) The Concessionaire will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
- 2) The Concessionaire will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Concessionaire will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- i) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole discretion of the County.
- j) CONCESSIONAIRES may, at the COUNTY'S request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of Certificates of Insurance Coverage(s), prior to award of the Contract.

CAMERON COUNTY HOLIDAY SCHEDULE

(Courthouse Judicial building closed)

November 11

November 24

November 25

December 23

December 26

January 2

January 16

February 20

March 31

April 7

May 29

July 4

September 4

SAMPLE

Concession Name: _____

Contract No. _____

THE STATE OF TEXAS §

COUNTY OF CAMERON§

CONCESSION AGREEMENT

This Concession Agreement, made this _____ day of _____, 20____, in the City of Brownsville, State of Texas, pursuant to Section §320.044 of the Texas Local Government Code, by and between CAMERON COUNTY (hereinafter referred to as "County") a political subdivision of the State of Texas, having its principal Administrative offices at 1100 East Monroe Street, Brownsville, Cameron County, Texas 78520, acting through the Cameron County Commissioners' Court, and _____ (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, COUNTY operates, through its Coffee Shop, located on County Judicial Building – 954 East Harrison St., Brownsville, Tx., for Coffee Shop purposes and related public use and enjoyment;

WHEREAS, said CONCESSIONAIRE has expressed an interest in operating a concession at the said Coffee Shop;

WHEREAS, the Cameron County Commissioner's Court has concluded that such concession agreement with _____ d/b/a _____ as CONCESSIONAIRE would be desirable and in the best interest of the COUNTY;

WHEREAS, the Cameron County Commissioner's Court is, therefore, willing to enter into such an agreement with said CONCESSIONAIRE;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and the mutual benefits they will gain by their performance thereof, all in accordance with the provisions hereinafter set forth, CAMERON COUNTY and CONCESSIONAIRE, agree as follows:

I.

TERM OF AGREEMENT

This Concession Agreement shall be for a term of five (5) years, beginning on the day of _____, 20____, and terminating on the _____ day of _____, 20____.

II.

PROPERTY TO BE CONCESSIONED

The property for concession by the COUNTY to the CONCESSIONAIRE consists of a masonry retail building located at Coffee Shop, measuring approximately 750 sq. ft.

III.

USE OF PREMISES

The property for concession by the COUNTY may be used for the sale _____

_____, and other items approved by the Maintenance and Operations Director, and that no glass containers of any kind will be sold to the public.

CONCESSIONAIRE shall open for patronage during regular hours, 8:00 a.m. to 5:00 p.m.. CONCESSIONAIRE shall have the right to adjust the hours during which all or any part of the said concession be open for patronage, by first securing the consent and approval of the County Maintenance and Operations Director in writing. Such adjustments are based on reason, considering public demand, public safety, and the need to maintain a profitable business. The County Maintenance and Operations Director, or his successors/assignees, reserves the right to determine whether or not an item being sold or served by CONCESSIONAIRE constitutes a violation of this paragraph, in which event, CONCESSIONAIRE agrees to immediately cease and forever refrain from selling or serving such item, service, or activity. In no event will the concession premises or any part thereof be used or occupied as a residence or overnight facility.

IV.

CONCESSION FACILITIES AND OPERATION

CONCESSIONAIRE shall maintain and operate the said concession area, facilities, and/or services in a lawful and proper manner, in accordance with the following rules:

- A. CONCESSIONAIRE shall at all times maintain such area, facilities, and/or services in a safe, sound and clean condition, and shall provide the personnel, equipment, services, and commodities necessary to affect same.
- B. CONCESSIONAIRE shall be responsible for upkeep, repairs, and preventative maintenance in any manner related to the operation of said concession, and improvements on the premises, and any and all damages to any facility or equipment used by the CONCESSIONAIRE under this Agreement.
- C. A site and facility inspection will be done prior to the actual concession period to determine the condition of the facility.
- D. Public bathrooms shall be furnished by the COUNTY.
- E. No alterations, additions or improvements shall be made in or to said premises, equipment or facilities without the consent of the County Maintenance and Operations Director or their successor/assignees, in writing and all additions and improvement made by CONCESSIONAIRE without such consent, shall be removed within 10 working days, at CONCESSIONAIRE'S expense, unless the COUNTY elects otherwise and improvements to said premises shall become affixed property of the COUNTY.
- F. Plans and specifications for any buildings, whether temporary or permanent, or any other improvements, equipment or facilities, which may be utilized under this Concession Agreement or constructed on any property herein concession, shall be approved by the County Maintenance and Operations Director or their successors/assignees, prior to the use or construction of any such structures, facilities or equipment; CONCESSIONAIRE agrees to submit photographs, drawings,

plans, or any other type of document required by the County Maintenance and Operations Director, or his successor/assignees, to assist said Director in considering and approving said plans and specifications.

- G. Any Mechanic's or Materialmen's Lien or other encumbrance file against the demised premises or any improvements thereon shall be promptly discharged by CONCESSIONAIRE.
- H. All concession signage shall comply with the Cameron County Coffee Shop sign policy, a copy of which is available through the Maintenance and Operations Director.
- I. The COUNTY hereby reserves the right, through its duly appointed representatives, to enter upon the premises, facilities, or equipment of CONCESSIONAIRE, without notice, for the purpose of confirming compliance with the terms of this paragraph as well as the terms of the entire agreement.
- J. CONCESSIONAIRE agrees not to do or suffer any waste or nuisance upon said premises, or deface the same, or any part thereof, or suffer or permit the same, during or at the termination of this Concession Agreement.
- K. CONCESSIONAIRE agrees that upon termination of this Concession Agreement that CONCESSIONAIRE shall leave the concession premises in the condition said premises were in at the time of entry by CONCESSIONAIRE, reasonable wear and tear expected.
- L. The COUNTY shall not be responsible for providing any utilities for the demised premises, provided the CONCESSIONAIRE may utilize County water and sewer services at a set or metered fee, as agreed to by CONCESSIONAIRE and COUNTY.
- M. The CONCESSIONAIRE agrees to permanently affix a sign that informs the public of the following, "If this CONCESSIONAIRE fails to issue a register receipt after the purchase is complete your service shall be free."

V.

CONCESSION FEES AND ACCOUNTING REPORTS

In consideration for the use of the property for concession, CONCESSIONAIRE agrees to pay the COUNTY an annual total sum of _____ and shall be paid in twelve (12) equal monthly installments of _____. Such sums are to be paid on or before the first day of each month without deduction and without demand for the term of this Concession Agreement. Also, CONCESSIONAIRE agrees to pay ten (10%) of the monthly base fee as penalties for each day of payment delinquency. This ten percent (10%) penalty will apply after the ten (10) day grace period has expired. Such penalties shall not be credited to annual fixed base amounts paid to COUNTY.

ANNUAL PERCENTAGE PAYMENT: The CONCESSIONAIRE agrees to prepare and present to the COUNTY and annual report of gross receipts at end of the anniversary year (i.e. _____). If ten percent (10%) of gross receipts is greater than the total amount of the annual fixed rental payment, excluding penalties, for the anniversary year, then the excess shall be payable on or before _____. If applicable, any additional percentage rent shall be payable upon submission of annual

report of gross receipts. CONCESSIONAIRE agrees to pay \$25.00 per day for each day the report and/or percentage fee is delinquent.

For the purpose of this Concession Agreement, the term “gross receipts” shall mean the total amount received or realized by, or accruing to, the CONCESSIONAIRE from all operations of the concession on or upon the concession premises or originating from the concession premises or in any way from CONCESSIONAIRE’S use of this COUNTY property, but does not include credits to customers, refund, or sales tax paid which are collected from customers. For the purpose, of ascertaining “gross receipts”, the CONCESSIONAIRE agrees to prepare and maintain adequate financial records that will reflect the business, which include income and expenses, conducted on the concession premises, in a format and detail specified by COUNTY. CONCESSIONAIRE agrees to prepare and present an annual report of gross receipts, and COUNTY upon the MAINTENANCE AND OPERATIONS DIRECTOR’S request may require financial records to be audited by the County Auditor, or his designee at CONCESSIONAIRE’S expense. COUNTY shall have the right, through authorized representatives, to examine such records at the concession premises during regular business hours; moreover, the CONCESSIONAIRE shall tender such records for inspection at the end of each anniversary year, as defined above.

VI.

SECURITY DEPOSIT

CONCESSIONAIRE agrees to submit to Cameron County as security deposit the sum of _____ (_____.00) DOLLARS AND NO/100THS with Cameron County as security for the full and faithful performance by said CONCESSIONAIRE of the terms and conditions of this Concession Agreement. This deposit is not to be construed or treated as an account to cover or offset fixed base fee payments for any payments for any part of the term of this Concession Agreement, and such deposit does not relieve the CONCESSIONAIRE from any obligations under this Concession Agreement. In this connection, the County may apply all or any part of the deposit required herein to cure any default of the CONCESSIONAIRE under the terms and conditions of this Concession Agreement; in the event that part of deposit is so applied, the CONCESSIONAIRE must deposit with the COUNTY the amount applied to cure any default immediately upon notice from the COUNTY of the nature and amount of such application. Finally, the COUNTY agrees to comply with all relevant and applicable laws regarding security deposits in handling and returning such security deposit.

VII.

INGRESS AND EGRESS

During the term of this Concession Agreement, the COUNTY shall allow reasonable ingress and egress to the property being concession.

VIII.
INSURANCE

During the term of this Concession Agreement, CONCESSIONAIRE shall procure and keep in force the following insurance:

(A) Workers' Compensation Insurance protecting all of its employees;

(B) General Liability and Property Damage Insurance:

Bodily Injury (Per occurrence)\$500,000.00

Bodily Injury Aggregate.....\$1,000,000.00

Property Damage (Per occurrence).....\$500,000.00

Property Damage Aggregate.....\$1,000,000.00

Fire Damage.....\$100,000.00

Medical Expense (Any one (1) person...\$5,000.00

(C) Automobile Liability:

Bodily Injury (Each person).....\$250,000.00

Bodily Injury (Each accident).....\$500,000.00

Property Damage.....\$100,000.00

CONCESSIONAIRE agrees to name the COUNTY, its officials, officers, agents, and employees as additional insured in said policy, and CONCESSIONAIRE or insurance provider shall give the COUNTY at least 30 days notice of any material change in or cancellation or non-renewal of such policies; furthermore, CONCESSIONAIRE shall provide the COUNTY fifteen (15) days prior to commencement of the term of this agreement., through the Maintenance and Operations Director, with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage. CONCESSIONAIRE shall, upon thirty (30) days written notice, increase said insurance coverage if deemed necessary by the COUNTY. CONCESSIONAIRE shall provide COUNTY a waiver of subrogation. All insurance policies shall be issued by insurers licensed to do business in the State of Texas and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. The CONCESSIONAIRE shall be solely responsible and liable for any sums of money or payment which may represent a deductible in any insurance claim.

IX.
INDEMNITY

CONCESSIONAIRE shall indemnify, defend and hold harmless the COUNTY, its officials, officers, agents, and employees, from any and all liabilities, claims, demands, actions, losses, damages and costs, including all costs of defense thereof, of any nature whatsoever, for injury to or death of persons or loss or damage to property, or for any other reason, occurring on the concessioner premises or in any manner arising out of or connected with CONCESSIONAIRE'S use and occupation of the said premises during the term of this Concession Agreement or any time of occupancy of the said premises by CONCESSIONAIRE, including any

claims, liabilities, and actions based upon the acts or omissions of CONCESSIONAIRE, or CONCESSIONAIRE'S officers, agents and employees against any and all liabilities, claims demands, actions, losses, damages, and costs. Moreover, CONCESSIONAIRE shall give the COUNTY ten (10) working days' notice of any claim within CONCESSIONAIRE'S knowledge that in any way, directly or indirectly, affects either CONCESSIONAIRE or the COUNTY. Both parties shall have the right to participate in the defense of such claim to the extent of their interest.

X.

TERMINATION

It is specifically understood and agreed by the parties that notwithstanding any other provision of this agreement including the specification of a term of five years, this right of termination by either party upon thirty (30) days written notice takes precedent and is superior in authority to any other provision of this agreement. Notice shall be sent to the address out in this Concession Agreement and shall be by Registered or Certified mail.

XI.

ASSIGNMENT

This Concession Agreement shall not be assigned or sub-concession at all or in part by CONCESSIONAIRE without the consent and approval of the COUNTY, set forth in writing and signed by both parties. Any assignee or sub-concessionaire will be bound by the terms of this Concession Agreement and amendments, if any.

XII.

COMPLIANCE WITH ALL LAWS

Both parties will act, at all times, in compliance with all pertinent City and County Ordinances, Cameron County Orders, Regulations and Cameron County Maintenance and Operations Policies, as well as all applicable State and Federal Laws.

XIII

NON-DISCRIMINATION

The parties mutually agree in the operation, use and occupancy of the property for concession, neither party will discriminate or will allow discrimination of any kind against any individual or group of individuals, in any manner, on the grounds of race, color, sex, religion, creed, ancestry or national origin.

XIV.

NON-WAIVER

Any waiver by any party of any default or breach of this Concession Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of or permission for any other or subsequent default or breach.

XV.

PARTIES BOUND

This Concession Agreement shall be binding upon and inure to the benefit of the parties to this Concession Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns, as appropriate.

XVI.

“ACT OF GOD” EXCUSES PERFORMANCE

In the event that either party shall be prevented from completing the performance of their respective obligations hereunder by an act of God, then he/she shall be excused from any further performance of their obligations and undertakings hereunder.

XVII.

ENTIRE AGREEMENT: AMMENDMENT

This instrument contains the entire Concession Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force nor effect, excepting a subsequent modification in writing, signed by the party to be charged. This Concession Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this Concession Agreement shall be binding unless the same is in writing and duly executed by the parties hereto.

XVIII.

BREACH OF OBLIGATION

This Concession Agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire Concession Agreement and shall give the other party the right to terminate this Concession Agreement, in accordance with the paragraph regarding termination above.

XIX.

LAW GOVERNING

This Concession Agreement shall be governed by and construed in accordance with the laws of The State of Texas.

XX.

VENUE

The obligations and undertaking of each of the parties to this Concession Agreement shall be performable in Cameron County, Texas.

XXI.

NOTICE

All notices to the COUNTY shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas 78520, and Cameron County Maintenance and Operations Director, 1100 East Monroe Street, Brownsville, Texas 78520, or at such other address as the COUNTY may otherwise designate. All notices to CONCESSIONAIRE shall be sent certified or registered mail, addressed to: _____. At such other address as said CONCESSIONAIRE may otherwise designate in writing.

XXII.

AUTHORITY

The COUNTY certifies that it is authorized to enter into this Concession Agreement, and that it's County Commissioners' Court has authorized the execution of such Concession Agreement by its presiding officer, its County Judge.

Executed in triplicate on this ____ day of _____, _____ at Brownsville,
Cameron County, Texas.

By: _____
Eddie Trevino Jr., County Judge

ATTESTED By:

Sylvia Garza-Perez, County Clerk

By: _____

III.

PROPOSAL FORM

CAFE: FOOD AND BEVERAGE CONCESSION

CAMERON COUNTY HALL OF JUSTICE

1. **BUSINESS INFORMATION**

A. Name of Firm (exactly as it is to appear on the agreement):

B. Principal Office Address:

C. Telephone Number:

D. Contact Person:

E. Form of Business Entity (please indicate with checkmark "✓"):

- ☐ Corporation
- ☐ Partnership
- ☐ Joint Venture
- ☐ Individual (skip to Question #2)

PARTNERSHIP STATEMENT

CAFE: FOOD AND BEVERAGE CONCESSION PROPOSAL

CAMERON COUNTY HALL OF JUSTICE

If a PARTNERSHIP, please answer the following:

A. Date of Organization?

B. General Partnership () Limited Partnership ()

C. Partnership Agreement Recorded? Yes () No ()

Date	Book	Page	County
------	------	------	--------

D. Has the Partnership done business in Texas?

Yes () No ()

When? _____

E. Name, Address and Partnership Share of each General Partner:

(1) NAME _____

ADDRESS _____

SHARE _____%

(2) NAME _____

ADDRESS _____

SHARE _____%

(3) NAME _____

ADDRESS _____

SHARE _____%

(4) NAME _____

ADDRESS _____

SHARE _____%

CORPORATION STATEMENT

CAFE: FOOD AND BEVERAGE CONCESSION PROPOSAL

CAMERON COUNTY HALL OF JUSTICE

If a CORPORATION, please answer the following:

A. When _____ incorporated?

B. Where _____ incorporated?

C. Is the corporation authorized to do business in Texas?

1. Yes () No () If "Yes", as of what date? _____

2. If Texas is not state of incorporation:

a. Address of the registered office in Texas:

b. Name of registered agent in Texas at such office:

c. Attach Certificate of Authority (from Texas State Corporation Commission) to transact business in _____ Texas.

D. The Corporation is held: Publicly () Privately ()

E. Furnish the name, title and address of each officer, director and principal shareholders owning ten percent (10%) or more of the corporation's issued stock.

PRINCIPAL BUSINESS
AFFILIATION OTHER THAN

DIRECTOR'S NAME
DIRECTORSHIP

ADDRESS

PROPOSER'S

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

8.	<u>OFFICER'S NAME</u>	<u>POSITION</u>
1.		
2.		
3.		
4.		

	<u>PRINCIPAL SHAREHOLDERS</u>	<u>ADDRESS</u>
1.		
2.		
3.		
4.		
5.		

JOINT VENTURE STATEMENT

CAFE: FOOD AND BEVERAGE CONCESSION PROPOSAL

CAMERON COUNTY HALL OF JUSTICE

01. If a JOINT VENTURE, please answer the following:

A. Date of organization? _____

B. Joint Venture Agreement recorded? Yes () No ()

Date	Book	Page	County
------	------	------	--------

C. Has the Joint Venture done business in Texas?

Yes () No ()

When? _____

D. Name and address of each Joint Venture:

(1) NAME

ADDRESS _____

(2) NAME

ADDRESS _____

(3) NAME

ADDRESS _____

(4) NAME

ADDRESS _____

E. Percent of Ownership of each Joint Venture:

(1) NAME

ADDRESS _____

SHARE _____%

(2) NAME

ADDRESS _____

SHARE _____%

(3) NAME

ADDRESS _____

SHARE _____%

(4) NAME

ADDRESS _____

SHARE _____%

02. FINANCIAL INFORMATION

A. Financial Statements:

Proposer shall submit to the County a Balance Sheet and Income Statement prepared in accordance with good accounting practice, reflecting Proposer's current financial condition, together with a copy of Proposer's last annual report audited and certified by an independent Certified Public Accountant. (Please attach)

B. Surety Information:

Have you ever had a bond/surety cancelled or forfeited? Yes () No () If "Yes", state name of bonding company, date, amount of bond and reason for such cancellation of forfeiture.

C. Bankruptcy Information:

Have you ever been declared bankrupt? Yes () No () If "Yes", state date, court jurisdiction, amount of liabilities and amount of assets.

03. FINANCIAL REFERENCES

List four (4) persons or firms with whom you have conducted significant financial transactions during the past three (3) years. If firms are used, give the name of the department and/or person who may be contacted.

Proposers are to attach a letter of reference from each of the persons or firms listed below:

REFERENCE NO. 1 - FINANCIAL INSTITUTION

NAME: _____
FIRM: _____
TITLE: _____
ADDRESS: _____

REFERENCE NO. 2 - FINANCIAL INSTITUTION

NAME: _____
FIRM: _____
TITLE: _____
ADDRESS: _____

REFERENCE NO. 3 - FINANCIAL INSTITUTION

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

REFERENCE NO. 4 - FINANCIAL INSTITUTION

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

04. OPERATIONAL REFERENCES

List persons or businesses who have knowledge of your ability to operate a restaurant including the names of equivalent business(es) which proposer currently operates a retail food and beverage concession or business.

REFERENCE NO. 1

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

REFERENCE NO. 2

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

REFERENCE NO. 3

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

REFERENCE NO. 4

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

05. EXPERIENCE STATEMENT

A. Provide the number of years engaged in the retail food and beverage business. _____

B. List all public food and beverage concessions engaged in within the last three (3) years.

C. List experience at locations other than courts.

D. Have any agreements held by proposer for the operation of a food and beverage concession ever been cancelled prior to the normal expiration of the term? Yes () No () If "Yes", give details:

06. OPERATION OF PROPOSED FACILITIES

- A. Attach a schedule of menu items. Include all beverages (indicating portion size, suggested price and food (indicating portion size, suggested price and specifications).
- B. Attach a description of the revenue control system to be utilized at the Courthouse, including a description of the audit trail.

07. EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS PARTICIPATION

Pursuant to the County's policies regarding equal employment, opportunity and disadvantaged business enterprises (DBEs), provide your firm's plan for equal employment opportunity and the procurement of goods and services from DBEs and/or subcontracting activity.

08. OTHER REQUIRED INFORMATION

- A. Attach any other information you feel is pertinent to demonstrate the quality of your proposed operation.
- B. Attach a statement, setting forth the name and location of your best present or recent operation of a public food and beverage concession and/or equivalent business and why you think it is your best location.

09. PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed IN INK in the appropriate space below:

- A. If proposer is an INDIVIDUAL, sign here:

Name

Doing Business As

- C. If proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) partners or each of the Joint Venture must sign here:

Partnership or Joint Venture Name

By:

Member of the Partnership or Joint Venture

By:

Member of the Partnership or Joint Venture

- D. If proposer is a CORPORATION, the duly authorized officer(s) must sign as follows:

The undersigned certified that they are respectively

_____ and

Title

of the corporation named below; that they are designated to sign this Proposal Form by resolution (attach Certified Copy) for, and on behalf of, the below named CORPORATION, and that they are authorized to execute same for, and on behalf of, said CORPORATION.

Corporation Name

By: _____

Title

By: _____

Title

Dated: _____

10. PROPOSER'S DECLARATION

PROPOSER UNDERSTANDS, AGREES AND WARRANTS:

- A. that Proposer has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this proposal to operate the food and beverage concession at the Cameron County Hall of Justice.
- B. that Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- C. that Bid Bond, in the amount set forth in this Request for Proposals, must be submitted with the proposal and is attached hereto.
- D. that said Bid Bond will be held by the Cameron County Treasurer securing the obligations proposer agrees to assume under this proposal but will be returned to unsuccessful proposers when the agreement has been awarded to the successful proposer, or after all proposals have been rejected. In the event this proposal is accepted by the County, and proposer fails to execute the agreement within fourteen (14) days of the award, said sum shall be forfeited by the proposer and retained by Cameron County.
- E. that this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 3:00 **P.M., May 16, 2023**, but may not be withdrawn after such date without forfeiture of the Proposal Bond.

- F. that all information contained in the proposal is true and correct to the best of proposer's knowledge.
- G. that proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other proposer in regard to the amount, terms or conditions of this proposal.
- H. that proposer has neither recommended or suggested to the County, or any of its employees, any of the terms or provisions set forth in this Request for Proposals, except at a meeting open to all interested proposers, of which proper notice was given.
- I. that the County reserves the right to reject any and all proposals and to accept that proposal which will, in its sole opinion, provide the best level of service and bring the greatest return to the County.
- J. that, by submission of this proposal, the proposer acknowledges that the County has the right to make any inquiry it sees appropriate to substantiate or supplement information supplied by proposer, and proposer hereby grants the County permission to make said inquiries.
- K. that submission of the proposal constitutes a firm offer to the County and may be accepted by the County at any time prior to sixty (60) days after deadline for submitting the proposal.

(If a PARTNERSHIP, a general partner must sign; if a CORPORATION, the authorized corporate officers must sign and the **corporate seal** must be affixed hereto.)

PROPOSER: _____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

(Affix Corporate Seal
if applicable)

Subscribed and sworn before me this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

SEE PAGES 40, 41, 42

MUST BE RETURNED WITH YOUR RFP

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (up thru RFP award date), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP 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 RFP.

Name and Address of Proposer:

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident
(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

☐ I certify that _____ is a Nonresident
(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____

Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
 §
 COUNTY OF CAMERON §

**ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY**

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioner's court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest Proposer or successful proposer; and
2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.**
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s: Real Estate _____ Personal
 Property_____

01. Is the person or the firm submitting this RFP current with all local and State taxes?

 Signature of person doing business with the governmental entity

 Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

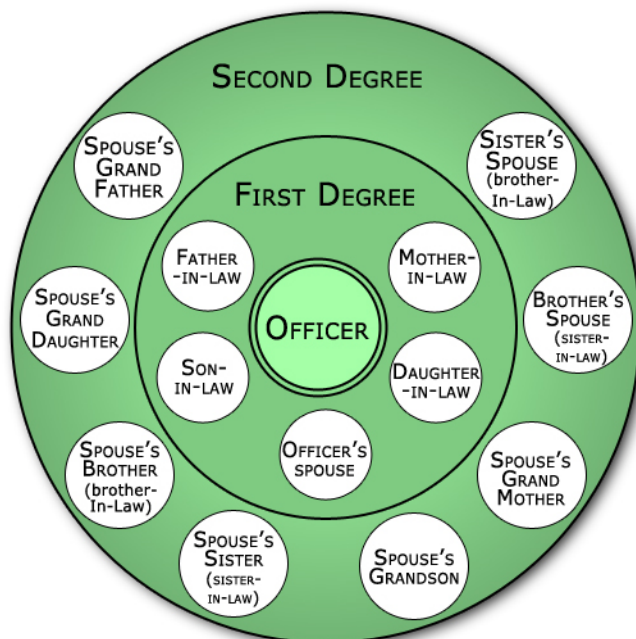
NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

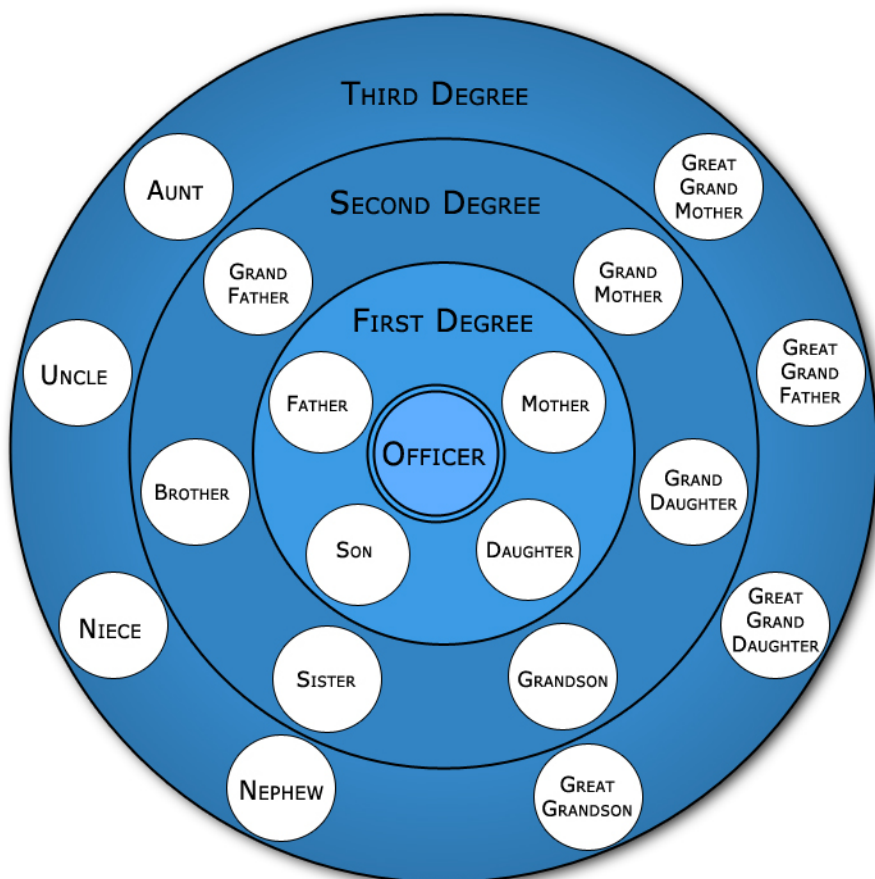
AFFINITY KINSHIP

Relationship by Marriage



CONSANGUINITY KINSHIP

Relationship by Blood



DISCLOSURE OF INTERESTS

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

Please fill in the information. If no apply to you, please mark with "N/A"

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
- (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

I, _____
[Person Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter §2270:

- Date:** _____

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section §2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section §2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

☐ *between a governmental entity and a company with less than 10 full-time employees*

☐ *has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

Bidder's signature/initials: _____

CAFE FOOD AND BEVERAGE CONCESSION -CAMERON COUNTY HALL OF JUSTICE
RRF # 1304

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period of up thru RFP award date. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be affected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be affected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must

be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
 - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or

2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information

form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or 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 and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers

are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

-WARRANTY ITEMS/PRODUCTS: Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless

otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law

CONTRACT NO.

COUNTY OF CAMERON §
STATE OF TEXAS

**CAMERON COUNTY COURTHOUSE
FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into this day
of , by and between Cameron County (hereinafter called "County"), a political
subdivision of the State of Texas, and (hereinafter
called "Concessionaire").

WITNESSETH:

WHEREAS, County is the owner and operator of the Cameron County Courthouse
(hereinafter called the "Courthouse") located in Cameron County, Texas; and

WHEREAS, County desires to award concession rights to Concessionaire to conduct a food
and beverage business within the Courthouse Building to the extent provided herein and in
connection therewith the parties desire to execute this Agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, [md
conditions contained herein, the parties hereto agree as follows:

1. CONCESSION RIGHTS GRANTED

The Concessionaire is hereby granted and awarded a concession to operate a food and
beverage concession at the Courthouse. The concession rights and privileges granted and awarded
to Concessionaire are made subject expressly to all of the terms, covenants and conditions of this
Agreement.

2. PROPERTY INVOLVED

(a) The property to be used in the concession by Concessionaire is generally described as the Coffee Shop in the County Administration Building at 964 East Harrison Street, Brownsville, Texas which has a dining area of approximately 484 square feet (22 feet by 22 feet).

(b) In consideration of the signing of this agreement by both parties hereto, County agrees to allow Concessionaire the use of the following articles of furniture and equipment now on the premises during the term of this agreement:

- (I) Tables and chairs for the dining area with the number necessary to be determined by the County.
- (2) one three (3) section steam table with deep steam well.
- (3) one (I) deep fryer.
- (4) one (I) grill 18 inches by 24 inches.
- (5) one (I) stove with two (2) elements.
- (6) one (I) upright two-compartment refrigerator.
- (7) one (I) salad bar combination prep table with refrigerator.
- (8) one (I) six foot (6') two tier equipment table.

(c) Said articles are the property of County and shall remain upon the premises and be surrendered to County at the expiration or other termination of this concessionaire's agreement, without damage, excepting ordinary wear and tear.

(d) Concessionaire agrees and understands that all the above noted equipment will be furnished to Concessionaire by County on an "as is, where is" basis.

(e) County will have no responsibility for care and maintenance of said equipment or any other responsibility to Concessionaire for said equipment.

(f) Concessionaire does hereby agree that she will preserve the said furniture, equipment, and other effects specified in the said schedule above from being destroyed, injured, or damaged, reasonable wear and tear excepted, and will replace with articles of the same kind and equipment, and effects as shall have been destroyed, injured, or damaged.

(g) Concessionaire agrees to replace any of said equipment which is lost or damaged beyond reasonable wear and tear. IF ANY EQUIPMENT (AS LISTED ABOVE) IS NO LONGER FUNCTIONAL AND IS REMOVED – DUE TO NORMAL WEAR AND TEAR - THE COUNTY WILL NOT REPLACE THIS EQUIPMENT. THE AWARDED VENDOR CAN PAY FOR (AND PURCHASE) ANY REPLACEMENT ITEMS (AS LISTED ABOVE) VENDOR DEEMS NECESSARY FOR THEIR CONCESSION BUSINESS OPERATIONS, BUT IS NOT REQUIRED TO REPLACE ITEMS DETERMINED BY THE VENDOR TO BE UNNECESSARY FOR IT'S OPERATIONS. THE VENDOR WILL OWN ITEMS THEY PURCHASE.

(h) Concessionaire agrees to supply all cooking utensils, cleaning supplies and equipment, and all other supplies needed to operate and care for the premises.

(i) Concessionaire agrees to be responsible for the cleaning and maintenance of the premises and agrees to keep the premises clean in accordance with legally required health standards.

3. CONDITIONS OF PREMISES

Concessionaire covenants that she has examined the premises, facilities and equipment, knows the condition of said premises, facilities, and equipment, and has received said premises, facilities, and equipment in good order and repair.

4. TERM

A. The term for this Concessionaire agreement shall be for five (5) years, commencing on ____ day of, _____, 20__ and terminating on ____ day of, _____, 20__.

5. PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE

A. The Concessionaire has the right, privilege and obligation to operate a first-class food and beverage service within the Courthouse Building including; snack bar service, as well as a kitchen and support area for the purpose of servicing such concession in the area described above in Paragraph No.2, hereinafter referred to as "Assigned Area".

B. The privilege granted herein is for the operation of a food and beverage concession and for no other purpose and does not extend to or encompass any other activity or area including, but not limited to, the following, without prior written approval of the County upon such terms as are mutually agreed upon:

- a. private lounge areas
- b. cigarette vending machines outside of Assigned Area.
- c. soft drink vending machines
- d. candy/chips vending machines

C. The Concessionaire has the right to install and maintain appropriate signs in the Assigned Area provided that written approval from the County is obtained prior to installation.

6. OPERATIONAL STANDARDS

A. Concessionaire agrees to have the leased premises open for business and patronage during regular working hours from 8:00 a.m. to 4:00 p.m. each day the County offices are open to the public for business and at any other times mutually agreed upon by County and Concessionaire. Any change in the hours or days of operation requires written approval from the County.

B. The Concessionaire agrees to operate and maintain the Assigned Area in a safe, properly staffed, clean, orderly and inviting condition, with non-smoking areas conforming to applicable laws, ordinances and County Policies. The Concessionaire agrees to furnish and maintain a standard of service, quality and price at least equal to that of comparable high-quality facilities in the Brownsville area.

C. The management, maintenance and operation of the Assigned Area shall at all times be under the supervision and direction of an active, qualified, competent manager who shall at all times be subject to the direction and control of the Concessionaire.

D. The operations of Concessionaire, her employees, invitees, suppliers and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of the Concessionaire must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by the Concessionaire and approved by the County.

E. The Concessionaire agrees that her employees shall be of sufficient number so as to properly conduct the Concessionaire's operation. The Concessionaire shall maintain a consistent employee official policy.

7. **MAINTENANCE AND SANITATION**

A. Concessionaire will, at her sole cost and expense, maintain the Assigned Area, including the floors, all improvements, fixtures, equipment and facilities attached thereto or used in connection therewith in good, workable order and repair and in a clean, sanitary and attractive condition at all times during the term of this Agreement and upon termination of this Agreement will surrender the Assigned Area to the County in as good condition as when entered upon, reasonable wear and tear excepted.

B. Concessionaire shall provide at her sole cost and expense the necessary arrangements for adequate sanitary handling and disposal away from the County of all trash, garbage and other refuse which results from Concessionaire's business operations. Concessionaire shall provide at her sole cost and expense the necessary receptacles for all such trash, garbage and other refuse. The piling of boxes, cartons, barrels or other similar receptacles on or about the Assigned Area is prohibited.

C. Concessionaire shall remain constantly aware of the janitorial and sanitary conditions of the floors and walls of the Assigned Area, and shall not permit food or beverage stains, litter or debris to accumulate or create an unsightly condition in the Area Assigned; and in the event Concessionaire fails to maintain such floors and walls in a clean and sanitary condition, the County or its duly authorized representative may cause the areas to be restored to a clean, neat, sanitary condition at the sole cost and expense of Concessionaire.

D. Concessionaire shall provide at her sole cost and expense all janitorial services necessary to satisfy the above obligations.

8. ITEMS TO BE SERVED

A. The Concessionaire agrees to use the Assigned Area principally for the sale of food and beverage items.

B. The Concessionaire shall serve high quality foods with adequate portions comparable to those maintained at other concessions of similar size and menus in Brownsville.

C. All items purchased for the Concessionaire's operation must come from reliable sources.

All foods, beverages and other items used in Concessionaire's operation shall be of first quality, wholesome and pure, and shall conform in all respects to federal, state and municipal foods and other laws, ordinances and regulations.

D. The County may, at its discretion, request the name of all purveyors used by the Concessionaire. Concessionaire shall furnish to the County within ten days after receipt of its request, copies of all federal, state or local health inspection reports of food operations at the Courthouse. Concessionaire shall correct any deficiencies noted in such reports or food analyses with the time period stated in such reports or analyses or within ten (10) days of receipt by Concessionaire if no time period is stated.

E. Should a conflict arise between the Concessionaire and other concession operators at the Courthouse regarding the scope of concession privileges, the County will serve as the final arbitrator. The Concessionaire agrees to abide by any County decision consistent with this Agreement.

9. IMPROVEMENTS BY CONCESSIONAIRE

A. Any improvements to be made to the Assigned Area by the Concessionaire shall be subject to the written approval of the County. Subsequent alterations or additions also require prior written approval from the County.

B. All structural improvements, equipment and interior design and decor constructed or installed by the Concessionaire, her agents, or contractors, including the plans and specifications shall conform to all applicable statutes, ordinances, building codes, and rules and regulations.

C. All improvements made by the Concessionaire to the Assigned Area shall be of high quality and be coordinated with the County. Furthermore, they shall be safe, fire resistant, attractive in appearance, and shall require written approval of the County prior to installation. All charges including installation cost, meter deposits, and all service charges for Water, gas, electricity and other utility services to the Assigned Area shall be paid by the Concessionaire.

D. All improvements made to the Assigned Area and additions and alterations thereto made to the Assigned Area by the Concessionaire shall be and remain the property of the Concessionaire until the expiration of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise, whichever first occurs), at which time the said improvements shall become the property of the County; provided, however, that any trade fixtures, signs and other personal property of Concessionaire not permanently affixed to the Assigned Area shall remain the property of the Concessionaire unless Concessionaire shall fail within fourteen (14) days following the termination of this Agreement to remove her trade fixtures, signs and other personal property of Concessionaire not permanently affixed to the Assigned Areas in which event, at the option of the County, title to same shall vest in County at no cost to County.

E. The Concessionaire shall not remove or demolish, in whole or in part, any improvements upon the Assigned Area without the prior written consent of the County, which may be conditioned upon the obligation of Concessionaire to replace the same by an improvement specified in such consent.

10. CONSIDERATION

In consideration of the use of the property in this concession, Concessionaire will pay the County the following sums during the term of this Agreement on a monthly basis, such sums to be paid on or before the first day of each month: the sum of _____ DOLLARS AND NO CENTS (\$ _____). Except as provided above, the payments due hereunder will not abate and Concessionaire will not claim any offset or otherwise fail to pay the amounts due or seek to terminate or terminate this Agreement for cause for any reason whatsoever including, but not limited to, default of the County under the terms and conditions of this Agreement, it being the intent of the County and Concessionaire that Concessionaire's recourse will be to her other remedies hereunder, at law or in equity, including specific performance.

11. HAZARD INSURANCE

Concessionaire shall provide at her sole cost and expense and keep in full force and effect during the term of this Agreement fire and extended coverage insurance upon her improvements, furniture, fixtures and equipment to the extent of ninety percent (90%) of the insurable value thereof. The insurance required by this paragraph shall be primary and non-contributing to any insurance procured by the County. The County shall be named as a loss payee as her interest may appear under each contract providing the insurance required by this paragraph. Premiums chargeable for such insurance shall be paid by the Concessionaire and such insurance shall be kept in full force and effect during the term of this Agreement. Each contract providing the insurance required by this paragraph shall contain a provision that it shall not be canceled or terminated or otherwise allowed to expire prior to thirty (30) days written notice to that effect given to the County. Prior to this Agreement becoming effective,

Concessionaire shall provide a form acceptable to the County, a certificate of insurance from Concessionaire's insurance carrier certifying that Concessionaire has the insurance required by this paragraph in force as of the effective date of this Agreement. Thirty (30) days prior to the cancellation, termination, expiration or renewal of any insurance contract providing the insurance required by this paragraph, Concessionaire shall provide to the County a comparable certificate of insurance certifying that Concessionaire will thereafter continue to have the insurance required by this paragraph in force. Concessionaire agrees to use the proceeds of such insurance as soon as reasonably available to repair or restore the damaged property.

12. **LIABILITY INSURANCE**

Concessionaire will insure her contractual liability under paragraph II above and her liability imposed by law for injury, death or property damage in connection with the use or condition of the Assigned Area by providing a public liability insurance contract, including coverage for Worker's Compensation (statutory limits), personal and bodily injury liability in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,00.00) for one person or THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00) for all persons affected by a single occurrence, nor shall property damage liability be less than ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00). Should the County determine at any time that the

above minimum coverages are inadequate, it shall notify the Concessionaire to increase the coverage so that the same shall be adequate by commercially reasonable standards and the Concessionaire shall do so. The insurance required by this paragraph shall be primary and non-contributing to any insurance procured by the County. The County shall be named as an additional

insured under each contract providing that insurance required by this paragraph. Premiums chargeable for such insurance shall be paid by the Concessionaire, and such insurance shall be kept in full force and effect during the term of this Agreement. Each contract providing the insurance required by this paragraph shall contain a provision that it shall not be canceled or terminated or otherwise allowed to expire prior to thirty (30) days written notice to that effect given to the County. Prior to this Agreement becoming effective, Concessionaire shall provide the County a certificate of insurance in the form attached hereto from Concessionaire's insurance carrier certifying that Concessionaire has the insurance required by this paragraph in force as of the effective date of this lease. Thirty (30) days prior to the cancellation, termination, expiration or renewal of any insurance contract providing the insurance required by this paragraph, Concessionaire shall provide the County a certificate of insurance, in the form attached hereto certifying that Concessionaire will thereafter continue to have the insurance required by this paragraph in force.

13. INDEMNITY

Concessionaire shall indemnify, reimburse and hold the County harmless from any and all claims, expenses, costs, damages, penalties, liabilities or losses on account of injury or damage to any person or to any property occurring on or about the Assigned Area or growing out of or directly or indirectly resulting from Concessionaire's use, occupation or control of the Assigned Area or failure to perform her obligation under this Agreement; and, in the event that any suit or proceeding shall be brought against the County at law or in equity, either individual or jointly with the Concessionaire on account of any of the above events, Concessionaire will defend the County in any such suit or proceeding at the cost of Concessionaire, including payment of all costs, expenses and attorney's fees of whatever

nature, counsel to be approved in writing by the County but such approval not to be unreasonably withheld; and in the event of a final judgment or decree being obtained against the County either individually or jointly with the Concessionaire, Concessionaire will pay such judgment or comply with such decree and hold the County harmless therefrom. The County shall have the right, if it sees fit, to participate in such defense at its own expense.

14. HOLD OVER

In the event the Concessionaire should hold over and remain in possession of the Assigned Area after the expiration of the term of this Agreement, or termination for any other cause, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall create a concession from month to month which may be terminated at any time by the County.

15. TERMINATION

This Lease Agreement may be terminated prior to the end of the aforesaid leasehold term: (A) By the mutual agreement of the parties, set forth in writing and signed by the parties; or (B) Should either party default in conforming with or adhering to any requirement, condition or term of this Lease Agreement, and, after such default is brought to the attention of the defaulting party, and such default is not corrected within fifteen (15) days. Either party may, at its option, extend the period for performance to correct any such default; if either party attempts to terminate this Lease Agreement on the basis of default, the defaulting party must be given an opportunity to be heard before the termination is finalized.

16. DAMAGE AND DESTRUCTION OF "ASSIGNED AREA"

In the event of damage or casualty to any part of the Assigned Area, any such damage or destruction shall be repaired with reasonable dispatch by the parties in cooperation with each other, but with the County in charge.

17. NON-WAIVER

The failure of either party to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that the party may have for any subsequent breach, default, or non-performance, and a party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

18. ACCESS TO "ASSIGNED AREA"

The County or its duly authorized representative shall have the right to enter upon the Assigned Area for the purpose of inspecting and ascertaining whether Concessionaire is performing her obligations under this Agreement.

19. CIVIL RIGHTS

Concessionaire agrees that in connection with her activities and the conduct of her business at the Courthouse, it will not violate Title **VI** or Title **VII** of the Civil Rights Act of 1964, as amended, or knowingly discriminate by segregation or otherwise against any person or class of persons by reason of age, sex, race, creed, color or national origin in the use of the Assigned Area or any portion thereof or in furnishing, or by refusing to furnish, to such person or persons, the use of her facilities and services at the Courthouse; and in particular: (a) Concessionaire will maintain open hiring and employment practices and will receive applications for employment in all positions from qualified individuals; (b) Concessionaire will furnish all services on a fair, equal, and not unjustly discriminatory basis to all users thereof; and (c) Concessionaire will comply with all requirements of applicable federal, state or local laws or regulations issues pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices at the Courthouse and assuring the service at the Courthouse of all patrons or customers without discrimination as to any person's age, sex, race, creed, color or national origin.

20. NOTICES

All notices between the County and Concessionaire shall be in writing and shall be deemed to have been given when sent by registered or certified mail, postage prepaid, addressed to Cameron County Judge, 964 E. Harrison Street, Brownsville, Texas 78520, and to Concessionaire, or to such other address as either of said parties may designate by like notice.

21. MISCELLANEOUS

The conditions and agreements herein contained shall be kept and performed by the respective parties hereto and binding upon them and each of them, their successors or assigns, and no waiver of any breach of any agreement, condition or covenant herein contained shall be construed to be a waiver thereof in event of any subsequent breach or violation of the conditions, covenants or agreements contained herein.

22. ASSIGNMENT OR SUBLEASE

Concessionaire will not assign her concession in the Assigned Area or other interest in this Agreement in whole or in part without the prior written consent of the County, but such consent shall not be unreasonably withheld. No such assignment shall relieve Concessionaire of her liability hereunder.

23. LAWS

Concessionaire shall observe and comply with all applicable laws, decrees, orders, statutes, ordinances, rules and regulations including the rules and regulations of the County as amended from time to time.

24. COMPENSATION FOR CONCESSIONAIRE'S POSSESSORY INTEREST

In the event this Contract expires or is otherwise terminated or if for any reason Concessionaire shall cease to be authorized to conduct the operations authorized hereunder, then, and in any such event, Concessionaire shall be entitled to remove all property from the leased premises in which Concessionaire had possessory interest, or has placed upon the premises provided that at such time Concessionaire is not in any manner in default with County in connection with rentals hereunder, and it is expressly agreed that Concessionaire shall not be entitled to remove any property until and unless all accounts for rentals have first been settled with County.

25. DECEPTIVE TRADE PRACTICES

Concessionaire agrees and understands that if she is found to be engaged in deception and misleading business activities under the laws of the State of Texas pursuant to the Deceptive Trade Practices - Consumer Protection Act, V.T.C.A., Business and Commerce Code, Chapter 17, she will immediately stop all further business activity under this Agreement and this Agreement will be of no further force and effect as to either party at the time of the judicial determination of a violation under said Act. Concessionaire's right to appeal will not affect the terms of this paragraph.

EXECUTED IN DUPLICATE ORIGINALS on this _____, 2023.

Cameron County Judge

ATTEST:

Sylvia Garza-Perez Cameron County Clerk

COUNTY OF CAMERON § THE STATE OF TEXAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, 20

known to me to be the person and official whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this____ day of, _____, 2023 .

Notary Public for the State of Texas Printed Name:

Commission Expires: _____