

- 1.07 Contractor shall not remove any equipment or machine from the site without prior notification from County. Machines may be exchanged for like machines upon notice to County.
- 1.08 Contractor shall be responsible for all maintenance of the vending machines installed at the site and machines shall be operational at all times. Requests for repairs shall be initiated by Contractor within one (1) hour of receipt of notice from County. At a minimum, Contractor shall respond to all service calls within the times indicated:
 - A. If notified by County by 12:00 pm (noon), repairs shall be made the same day;
 - B. If notified by County after 12:00 pm (noon), repairs shall be made by 12:00 pm (noon) the following day.
- 1.09 Contractor shall provide the services described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.10 During the term of this Agreement and upon written notice from County, Contractor may provide vending machine services at additional facilities owned by County, under the same terms and conditions as provided herein.

SECTION II. COUNTY'S COMMISSION

- 2.01 For and in consideration of use of County property for the placement of vending machines, Contractor shall pay to County a twenty percent (20%) commission rate based on net sales from the vending machines installed at the site. Net sales are defined as the total amount of money removed from all machines covered under this Agreement, less any applicable taxes, refunds, recycling fees or any other state, local or federal mandated fees.
- 2.02 Contractor shall provide to County a receipt or ticket from each vending machine at the site to be used to calculate the commission owed to County. Receipts and/or tickets shall be provided to County by the 15th of each month reporting the sales and commission for the preceding month. Contractor shall forward the commission owed to County no later than the last day of the month for the preceding month. Failure to pay to County any commission owed shall result in default of this Agreement.
- 2.03 Commissions shall be made payable to Fort Bend County and shall be mailed to the Director of Facilities Management and Planning, 301 Jackson, Richmond, Texas 77469.

SECTION III. TERM & TERMINATION

- 3.01 This Agreement shall commence on July 7, 2011 and shall terminate on September 30, 2012. Thereafter, this Agreement may renew upon written agreement of the parties.
- 3.02 Either party may terminate this Agreement at any time by providing ten (10) days written notice to the other party.
- 3.03 Upon receipt of such notice, Contractor shall remove all machines from the site and shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. A final commission shall be paid to County within fifteen (15) days of termination of this Agreement.
- 3.04 If this Agreement is terminated for breach of any material obligations of this Agreement, the party alleging the default shall provide thirty (30) days written notice to the other party, stating in detail the nature of the default and what is needed to cure the default. The defaulting party shall have thirty (30) days from the date of receipt to cure. If the

default is not cured within that period, the Party alleging the default may proceed to exercise its rights to terminate.

SECTION IV. LIABILITY INSURANCE

- 4.01 Prior to commencement of the Services, Contractor shall furnish County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall maintain such insurance coverage from the commencement of this Agreement until termination of this Agreement. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
- A. Contractor shall obtain such insurance of the following types and minimum limits:
- i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 4.02 County and the members of Commissioners Court shall be named as additional insured to all required coverage. All liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 4.03 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

SECTION V. NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.

5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Five Star Food Services, Inc.
10135 Stafford Center Drive
Stafford, Texas 77477
Attn: Cosmo Parisi, VP

C. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

Don Brady, Director
Facilities Management & Planning Department
301 Jackson
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI. REFUNDS

County and Contractor shall work together to establish a refund system in order to facilitate immediate refunds for failed purchases. A representative of County shall be designated to monitor and manage the refund system.

SECTION VII. SUCCESSORS AND ASSIGNS

7.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII.
PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX.
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X.
INDEMNIFICATION

- 10.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 10.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION XI.
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XII.
MISCELLANEOUS

- 12.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

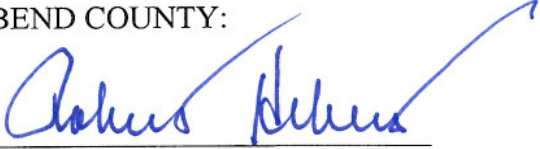
- 12.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 12.03 Employees of Contractor shall be subject to the rules, regulations and policies of County while on County-owned property.
- 12.04 Contractor shall be responsible for obtaining all licenses, permits and governmental permissions and the payment of all taxes.
- 12.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

EXECUTION PAGE TO FOLLOW

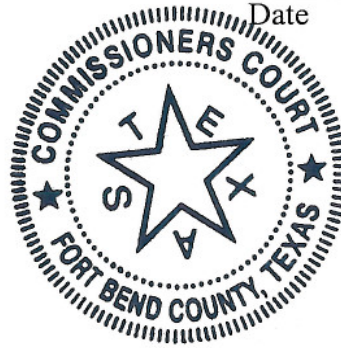
SECTION XIII.
EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

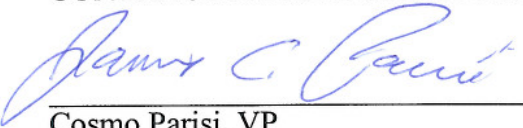
By:  7-7-11
Robert E. Hebert, County Judge Date

ATTEST: 
Dianne Wilson, County Clerk



APPROVED:  7-7-11
Don Brady, Director Date
County Facilities Management
& Planning Department

CONTRACTOR: FIVE STAR FOOD SERVICES, INC.

 7/7/11
Cosmo Parisi, VP Date

MER:Five Star Food Services. Vending Machine.3729

Exhibit A: Contractor's response to RFP 11-068

Exhibit A

ORIGINAL

Fort Bend County Specification Download Acknowledgment



**Request for Proposals
Vending Machine Service for Justice Center
RFP 11-068**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- > Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
 - > Vendors will submit responses in accordance with requirements stated on cover of document.
 - > Vendors may not submit responses via email or fax.

FIVE STAR FOOD SERVICES
Legal Name of Contracting Company

COSMO PARISE
Contact Person

10135 STAFFORD CENTRE DR, STAFFORD, TX 77477
Complete Mailing Address

281-261-3663 Telephone Number 281-261-0740 Facsimile Number

cosmo@fivestarfoodservices.com
Email Address

[Signature] Signature 5/20/2011 Date

Vendor Information

FIVE STAR FOOD SERVICES, INC.
Legal Name of Contracting Company

74-2421981
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-261-3663
Telephone Number Facsimile Number

10135 STAFFORD CENTRE DR.
Complete Mailing Address (for Correspondence)

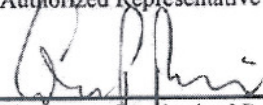
STAFFORD, TEXAS 77477
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

COSMO PARISE V.P.
Authorized Representative and Title (printed)

cosmo@fivestarfoodservices.com
Authorized Representative's Email Address


Signature of Authorized Representative

6.0 SCOPE OF WORK:

- 6.1 Provide and service eight (8) or more vending machines to be located in the Justice Center.
- 6.2 Firms shall quote a commissioner rate, payable to Fort Bend County. No charges to Fort Bend County will be considered.
- 6.3 Fort Bend County to provide electricity to each machine.
- 6.4 Machines must be serviced weekly or if volume warrants, bi-weekly.

7.0 BASIC QUALIFICATIONS:

Respondents shall provide the following information with their submittal. This information will be used in part to evaluate each firm during the selection process. The information is to be in the following format:

- 7.1 **Qualifications:** The respondents must provide firm qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the prescribed scope of work. Indicate the firm's proposed work load excluding this project. Indicate the number of employees assigned to this project. Indicate the firm's proven ability to perform effectively and timely at this level of service.
- 7.2 **Level of Experience:** Identify past (10 years), including size, scope, complexity and specific installations provided.

8.0 PRICING:

Response to include detailed solution to include available products, cost of products for consumers and commission rate.



Five Star Food Services, Inc.

10135 Stafford Centre Dr. • Stafford, Texas 77477
(281) 261-FOOD

RFP FOR VENDING SERVICE AT JUSTICE CENTER

Five Star Food Services, Inc. is located in Fort Bend County and has been a successful family business for thirty two years. Five Star services the greater Houston area. Five Star is very active in supporting Fort Bend charities and businesses. Five Star services some vending accounts with more than One Hundred Vending Machines. We have retained some customers for over twenty years. Five Star has a proven record of quality products and services. Five Star was nominated by the Fort Bend Chamber Of Commerce and selected as the Family Business of the Year 1997 by the Hankamer School of Business at Baylor University. Five Star competed with over 300 companies for the title.

The owners of Five Star personally set up each account to make sure the highest standards are met. Owners: Cosmo, Jim and Steve Parisi, all Fort Bend residents, each have thirty years of vending experience and move in all equipment to make sure all vending machines are installed correctly and are working properly. Five Star will provide eight vending machines at the Justice Center and can add more as requested. Five Star has an in house commissary that makes a large variety of fresh Deli sandwiches, salads, deserts, breakfast items, and plate lunches if Food Machines are required. There are very few vending companies that have an in house commissary. We will work with Fort Bend County on the mix of snack and drink machines. We also offer ice cream and coffee vending and propose glass front drink machines. The glass front drink machines offer selections of can and bottled sodas, water, juices, vitamin water and energy drinks. We offer many healthy items in our snack and food machines. We also offer Debit/Credit Card Readers and the most modern style and energy efficient equipment.

Five Star can have the vending machines installed in the Justice Building in one day. The machines will be serviced three times a week or more if required. Five Star will have one experienced route-man assigned to fill the machines. We have two full time technicians with over fifty years of experience if there is a machine malfunction. Machines will be repaired within 24 hours after we receive notice of a malfunction. We usually respond within 3 hours. Five Star has two other route-men in the Richmond vicinity that can be dispatched if necessary. Our level of outstanding service can be backed up by contacting one of our existing customers.

Five Star has several large customers proving our level of experience. Five Star was started in 1979 and has been located in Fort Bend County since the beginning of the business. Five Star is a family business owned and operated by the Parisi family.



Five Star Food Services, Inc.

10135 Stafford Centre Dr. • Stafford, Texas 77477
(281) 261-FOOD

SCOPE OF WORK

When Five Star receives the contract award for the new Justice Center, we will take action immediately. We will firm up installation dates and times and equipment requested with the designated Fort Bend representative. We will acquire all equipment necessary and make sure there is adequate space and electricity in the building. On the day of installation, we will have no less than five experienced people, including owners of Five Star, carefully installing and filling all equipment. We will not be late! We will finish installation and be up and running in **one day**. Refunds can be handled any way Fort Bend requests. Five Star can set up a "bank" where a designated Fort Bend person will be given a set amount of money that will be used for refunds. We can also mail refunds to the customer if they call 281-261-3663 or email refund requests to refunds@fivestarfoodservices.com. We are open to any other ideas concerning refunds or suggestions.

COMMISSION AND PRICING

Five Star offers to pay Twenty Percent Commission on Net Sales Out of the Snack and Drink Machines. Net Sales are defined as Total Sales minus Sales Tax.

PRICING:

Can Sodas	\$0.75
Bottle Sodas	\$1.25
Juices	\$1.75
Energy Drinks	\$2.25
Chips Large	\$0.90
Chips Small	\$0.65
Candy	\$1.00
Pastry	\$1.25
Fresh Food	\$1.50 to 3.50

Five Star offers a very large variety of chips, candy and drinks and is happy to accommodate requests.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AR

DATE (MM/DD/YYYY)

05/25/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coady & Lewis Associates, Inc. 2323 Clear Lake City Ste 120 Houston, TX 77062	281-286-6060	CONTACT NAME: _____ PHONE (A/C, No, Ext): 281-286-6611	FAX (A/C, No): _____
		E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: FIVES-1	
INSURED Five Star Food Services Inc 10135 Stafford Centre Dr Stafford, TX 77477-5016	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C: Texas Mutual Insurance Company		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0001174672 20081118	11/18/10	11/18/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Fort Bend County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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