

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

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COUNTY OF FORT BEND

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EIGHTH AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP 11-068

THIS EIGHTH AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between FORT BEND COUNTY ("COUNTY"), acting by and through the Fort Bend County Commissioners Court and FIVE STAR FOOD SERVICES, INC., ("CONTRACTOR"), authorized to conduct business in the State of Texas, hereinafter collectively referred to as "Parties."

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for Vending Machine Services pursuant to RFP 11-068, dated July 11, 2011, and subsequently amended on October 4, 2011, August 7, 2012, July 9, 2013, July 22, 2014, July 7, 2015, June 28, 2016, and July 11, 2017; (collectively referred to as "Agreement"), incorporated by reference as if set forth herein verbatim; and

WHEREAS County and Contractor desire to amend said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to provide as follows:

- A. **Term.** This Agreement shall renew on October 1, 2018 and shall terminate on September 30, 2019. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
- C. **Confidentiality.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

- D. **Notice to County.** If Notice is to be delivered to the County, the Notice shall be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Debbie Kaminski, CPPB
Fort Bend County Purchasing Department
301 Jackson Street, Suite 201
Richmond, Texas 77469

James Knight, Director
Facilities Management & Planning Department
301 Jackson Street, Suite 301
Richmond, Texas 77469

- E. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
- F. **Binding Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
- G. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- H. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- I. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Eighth Amendment and the Agreement and any prior amendments, the provisions of this Eighth Amendment shall prevail.
- J. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

This Amendment shall become effective upon execution of County.

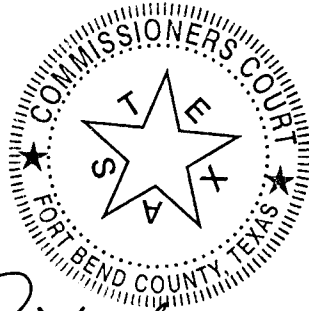
FORT BEND COUNTY:

By: _____

Robert E. Herbert, Fort Bend County Judge

7-24-2018

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

FIVE STAR FOOD SERVICES, INC.:

Cosmo PARESI

Authorized Agent - Signature

Cosmo PARESI

Authorized Agent- Printed Name

V.P.

Title

7/19/18

Date

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0 to accomplish and pay the obligation of Fort Bend County under this Agreement and Extension thereof.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL BY THESE PRESENTS:

SEVENTH AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP – 11-068

THIS SEVENTH AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, and as amended on October 4, 2011, August 7, 2012, July 9, 2013, July 22, 2014, July 7, 2015; and June 28, 2016; (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

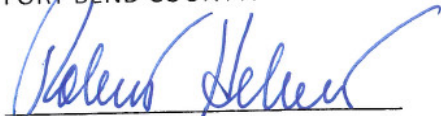
NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2017 and shall terminate on September 30, 2018. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Seventh Amendment and the Agreement and any prior amendments, the provisions of this Seventh Amendment shall prevail.

This Seventh Amendment shall become effective upon execution of County.

FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

FIVE STAR FOOD SERVICES, INC.:

By:


Signature of Authorized Agent

JAMES C. Parisi
Printed Name


Date:

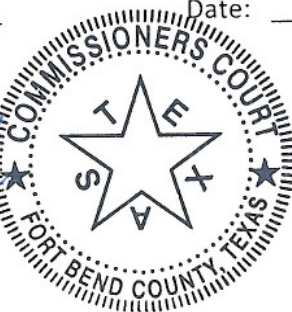
July 11, 2017

Date:

6-20-17

ATTEST:


Laura Richard, County Clerk



STATE OF TEXAS
COUNTY OF FORT BEND

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§ KNOW ALL MEN BY THESE PRESENTS:
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SIXTH AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP – 11-068

THIS SIXTH AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, and as amended on October 4, 2011, August 7, 2012, July 9, 2013, July 22, 2014, and July 7, 2015 (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

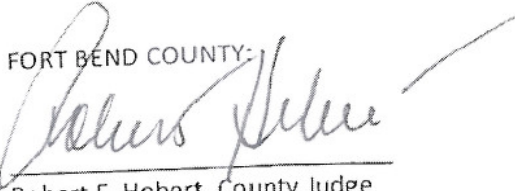
NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2016 and shall terminate on September 30, 2017. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Sixth Amendment and the Agreement and any prior amendments, the provisions of this Sixth Amendment shall prevail.

This Sixth Amendment shall become effective upon execution of County.

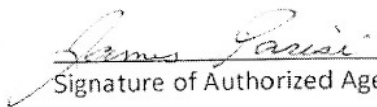
FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

FIVE STAR FOOD SERVICES, INC.:

By:


Signature of Authorized Agent


JAMES PARISI
Printed Name

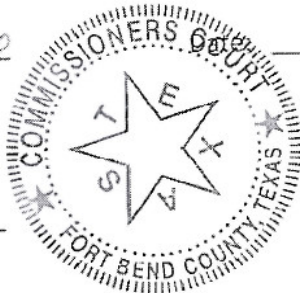
Date:

June 28, 2016

4-27-16

ATTEST:


Laura Richard, County Clerk



STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

FIFTH AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP – 11-068

THIS FIFTH AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, and as amended on October 4, 2011, August 7, 2012, July 9, 2013, and July 22, 2014 (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

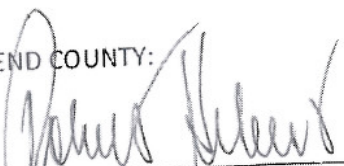
NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2015 and shall terminate on September 30, 2016. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Fifth Amendment and the Agreement and any prior amendments, the provisions of this Fifth Amendment shall prevail.

This Fifth Amendment shall become effective upon execution of County.

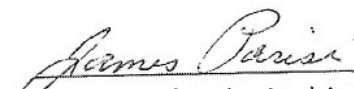
FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

FIVE STAR FOOD SERVICES, INC.:

By:


Signature of Authorized Agent

JAMES PARISI
Printed Name

Date:

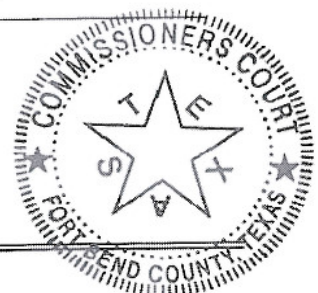
July 7, 2015

Date:

6-18-15

ATTEST:


Laura Richard, County Clerk
HNA:\j:2015 Agreements\Purchasing



STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

FOURTH AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP – 11-068

THIS FOURTH AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, and as amended on October 4, 2011, August 7, 2012, and July 9, 2013, (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

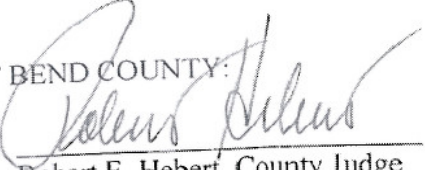
NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2014 and shall terminate on September 30, 2015. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Fourth Amendment and the Agreement and any prior amendments, the provisions of this Fourth Amendment shall prevail.

This Fourth Amendment shall become effective upon execution of County.


FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

FIVE STAR FOOD SERVICES, INC.:

By:


Cosmo Parisi, VP

Date:

July 22, 2014

Date:

7/7/14

ATTEST:



Dianne Wilson, County Clerk



EXHIBIT A

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

THIRD AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP – 11-068

THIS THIRD AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, and as amended on October 4, 2011 and August 7, 2012, (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2013 and shall terminate on September 30, 2014. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Third Amendment and the Agreement and any prior amendments, the provisions of this Third Amendment shall prevail.

This Third Amendment shall become effective upon execution of County.

FORT BEND COUNTY:

By:

Robert E. Hebert
Robert E. Hebert, County Judge

Date:

7/9/13

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FIVE STAR FOOD SERVICES, INC.:

By:

Cosmo Parisi
Cosmo Parisi, VP

Date:

6/10/2013

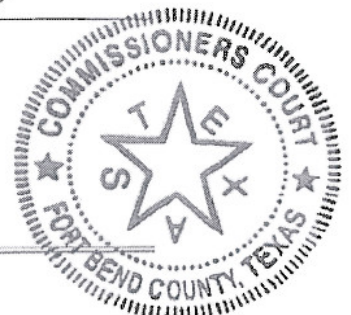


EXHIBIT A

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

SECOND AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP - 11-068

THIS SECOND AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, (collectively, the "Agreement") and a First Amendment dated October 4, 2011, (collectively, the "First Amendment") attached hereto as Exhibit A & B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. This Agreement shall renew on October 1, 2012 and shall terminate on September 30, 2013. Thereafter, this Agreement may renew upon written agreement of the parties.
- B. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- C. If there is a conflict between this Second Amendment and the Agreement and any prior amendments, the provisions of this Second Amendment shall prevail.

This Second Amendment shall become effective upon execution of County.

FORT BEND COUNTY:

By:

Robert E. Hebert
Robert E. Hebert, County Judge

Date:

8.7.2012

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FIVE STAR FOOD SERVICES, INC.:

By:

Cosmo Parisi
Cosmo Parisi, VP

Date:

8/7/12



STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

FIRST AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP - 11-068

THIS FIRST AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between the Fort Bend County, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Vending Machine Services dated July 11, 2011, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. In addition to the minimum of eight (8) of the most current model vending machines at the Fort Bend County Justice Center, Contractor shall place the most current model vending machines in the quantities and locations as provided in Exhibit A.
- B. Each vending machine at each location stated on Exhibit A shall prominently display Contractor's telephone number that is answered by an employee of Contractor (not an answering service or voice mail) each Monday through Friday (excluding County holidays) from 8:00 am to 5:00 pm to address refunds.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

EXECUTION PAGE TO FOLLOW

EXECUTION

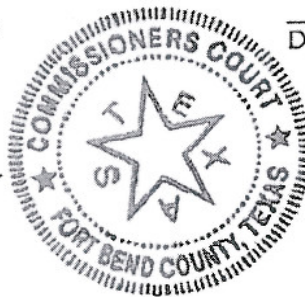
This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

10-4-2011
Date

ATTEST: *Dianne Wilson*
Dianne Wilson, County Clerk



APPROVED: *Don Brady*
By: Don Brady, Director
County Facilities Management
& Planning Department

10/4/11
Date

CONTRACTOR: FIVE STAR FOOD SERVICES, INC.

Cosmo Parisi
Cosmo Parisi, VP

9/28/2011
Date

MER: Five Star Food Services. Vending Machine. 3729. AMEND

Exhibit A:

Exhibit A

Vending Machines

Location	Drink	Snack
CSCD 4520 Reading Road Rosenberg	3	1
Jane Long Basement 500 Liberty Richmond	1	
Missouri City Annex 307 Texas Parkway Missouri City	1	1
Precinct 1 Building 1517 Eugene Heimann Richmond	1	1
Precinct 3 (North Annex) 22333 Grand Corner Drive Katy	1	1
Public Transportation/Tax/Traffic Court 12550 Emily Court Sugar Land	1	1
Rosenberg Annex 4520 Reading Road Rosenberg	1	1
Travis Annex 309 S 4th Richmond	2	1

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

AGREEMENT FOR VENDING MACHINE SERVICES
RFP - 11-068

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County" and FIVE STAR FOOD SERVICES, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide vending machines to be located in the Fort Bend County Justice Center located at 1422 Eugene Heimann Circle, Richmond, Texas, hereinafter referred to as the "Project;" and

WHEREAS, County has determined that this Agreement is in response to RFP 11-068 and that Contractor's complete response to RFP 11-068 is hereby incorporated by reference as if set forth herein verbatim for all purposes; and,

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I.
CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall provide a minimum of eight (8) of the must current model vending machines at the Fort Bend County Justice Center, hereinafter referred to as "the site." The vending machines shall offer a wide variety of soft drinks, bottled water, juices, vitamin water, energy drinks, snack food items, healthy items, fresh deli sandwiches, salads, desserts, breakfast items and plate lunches.
- 1.02 Prices for items in all machines shall be maintained for the term of this Agreement, as set forth in Exhibit A, Contractor's response to RFP 11-068, attached hereto and incorporated by reference as if set forth herein verbatim.
- 1.03 All vending machines installed at the site shall have working, non-resettable cash or unit meters, bill validators, and debit/credit card readers.
- 1.04 All vending machines installed at the site shall be kept in good repair and cleaned on a regular basis.
- 1.05 All vending machines installed at the site shall be restocked daily, or as needed, with fresh food and quality, name brand merchandise.
- 1.06 All vending machines installed at the site shall be serviced at a minimum of three (3) times each week.

RECEIVED

JUL - 7 2011

BY:

- 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.

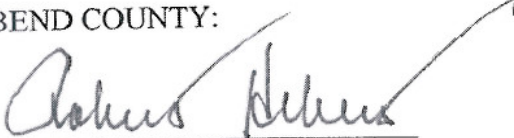
EXECUTION PAGE TO FOLLOW

SECTION XIII.
EXECUTION

This Agreement shall not become effective until executed by County.


FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

7-7-11
Date

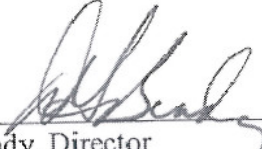
ATTEST:


Dianne Wilson, County Clerk



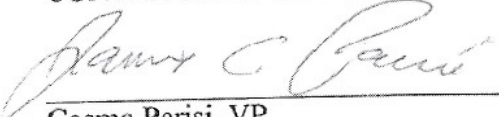
APPROVED:

By:


Don Brady, Director
County Facilities Management
& Planning Department

7-7-11
Date

CONTRACTOR: FIVE STAR FOOD SERVICES, INC.


Cosmo Parisi, VP

7/7/11
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 PARESE

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)

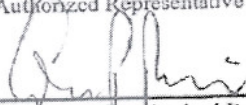
STAFFORD, TEXAS 77477
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

COSMO PARISI 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 Hankhamer 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	\$.75
Bottle Sodas	\$1.25
Juices	\$1.75
Energy Drinks	\$2.25
Chips Large	\$.90
Chips Small	\$.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 INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Five Star Food Services
Stafford, TX United States

Certificate Number:
2018-375964

Date Filed:
07/05/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R11-068
Vending Machine Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parisi, Cosmo	Stafford, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Five Star Food Services
Stafford, TX United States

Certificate Number:
2018-375964

Date Filed:
07/05/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
07/24/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R11-068
Vending Machine Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parisi, Cosmo	Stafford, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

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Signature of authorized agent of contracting business entity
(Declarant)