

THE CITY OF **Edinburg**

REQUEST FOR PROPOSALS

**RFP# 2020-08
OPERATION AND LEASE
OF THE RESTAURANT
AND BAR AT MUNICIPAL
LOS LAGOS GOLF
COURSE**

**SUBMITTAL DEADLINE
MONDAY,
MAY 04, 2020
@ 3:00 PM**



**2019-2020
City Officials**
Richard Molina, Mayor
Gilbert Enriquez, Mayor Pro-Tem
Jorge Salinas, Councilmember
David White, Councilmember
Johnny Rodriguez, Councilmember
Ron Garza, City Manager



The City of Edinburg is soliciting competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPS will be received until **3:00 p.m. Central Time**, on **Monday, May 04, 2020**, shortly thereafter all submitted RFPS will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPS. RFPS will not be accepted by telephone or facsimile machine. All RFPS must bear original signatures and figures. The RFP shall be for:

RFP #2020-08
OPERATION AND LEASE OF THE RESTAURANT AND BAR AT THE LOS LAGOS
MUNICIPAL GOLF COURSE

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com. **If you have any questions or require additional information regarding specifications for this proposal, please contact Mr. Jesus "Tony" Garcia, Director of Golf at (956) 316-0444 OR Jesus R. Saenz, Assistant City Manager at (956) 388-8207.**

The City of Edinburg reserves the right to refuse and reject any or all RFPS and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPS for a period of **180** days without taking action.

RFPS must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

GENERAL TERMS AND CONDITIONS

PURPOSE

The purpose of these solicitation documents is to provide a proposal for: **OPERATION AND LEASE OF THE**

RESTAURANT AND BAR AT THE LOS LAGOS MUNICIPAL GOLF COURSE.

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Eight (8) complete sets of the response, one (1) original marked "**ORIGINAL**," and seven (7) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFPs:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFP/s 180 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for the FIXED ASSET AUDIT AND MANAGEMENT SOLUTION as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.1808 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, May 04, 2020 until 3:00 p.m.** for consideration. **An (1) original and seven (7) copies** of complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for the **“: OPERATION AND LEASE OF THE RESTAURANT AND BAR AT THE LOS LAGOS MUNICIPAL GOLF COURSE.”**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com no later than April 24, 2020 at 5:00 p.m.**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

RFP SUBMITTAL REQUIREMENTS

RFP TIMELINE

RFP issued by the City	April 17, 2020
Publication	April 15 & 22, 2020
Deadline for Questions (5:00 PM CST)	April 24, 2020
Proposals due (3:00 PM CST)	May 04, 2020
City Council	May 19, 2020

SUBMITTAL OF RFP

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Hand Delivered RFPs: 415 W. University Drive
c/o City Secretary Department (1st Floor)

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c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

PREPARATION OF RFP

Narrative pages are to be 8½x11 inches and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

TRANSMITTAL LETTER

Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFP who will be the point of contact for the City on all correspondence and communications pertaining to the

RFP. State whether any addendums to this RFP have been received by your firm and whether consideration of their content has been included in your RFP. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract.

REVIEW AND EVALUATION

Evaluation Criteria

All RFPs submitted will be reviewed and evaluated based on specified RFP criteria. The evaluation system consists of a 100 Point system. The order of appearance does not signify relative importance. Although price will be the most important factor in this proposal evaluation, other items identified in this proposal may be a consideration of lesser importance. The City reserves the right to accept other than the lowest price, covenants, terms and conditions of a proposal, if it is deemed not in the best interest of the City. The submittal evaluation will be based on the following criteria.

This RFP will be reviewed based on the following considerations:

1. Lessee's restaurant proposal and operating plan (35%)
 - a. The plan must specify whether or not Lessee intends to sell alcoholic mixed beverages
2. Lessee's financial stability (30%)
3. Experience and qualifications of the Lessee (25%)
4. Lessee's staffing plan (5%)
5. Submission of three professional references (5%)

Method of Selection

Proposals will be reviewed and evaluated by an evaluation team for the purpose of making a selection, request the submission of supplemental information, or require firms to make formal presentations before the selection committee for possible interviews. The purpose of the interviews will be to identify and recommend an individual or firm offering, in total, the best value and experience with this type of procurement. The evaluation team will forward evaluation results to City Council for consideration to engage firm(s) in negotiations. The proposals will be evaluated on various criteria including but not limited to the following:

Each proposal will be reviewed against the terms of this RFP to determine if the RFP is complete and responsive and how well the respondent satisfies the evaluation criteria. The City may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this bid. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City.

The City reserves the right to reject any all responses to the RFP and is under no obligation to enter into a capital financing agreement.

The City intends to select the most responsive respondent and to negotiate an Agreement, then price with this firm. However, should the negotiation with the most responsive respondent not produce an acceptable contract arrangement, the City will request the next most responsive respondent to begin negotiations.

The responsibility for the final selection and negotiation rests solely with the City.

The City shall not be liable to any respondent for costs associated with responding to the RFP for the respondent's participation in any oral interview, or for any costs associated with the negotiations.

Competitive Negotiation

The City retains the right to negotiate the final capital lease/purchasing agreement(s) regarding price, covenants, terms and conditions, to be presented to the City Council of the City of Edinburg for approval, with one or more of the apparent most responsive bidders as solely determined by the City.

The City reserves the right to request clarification, to conduct discussions with bidders, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions. When the City Council makes an award, the solicitation file and the proposals are a matter of public record.

Best and Final Offer

The City may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to the City to conduct further discussions or change its requirements. The request for a BAFO shall inform proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

Award of Contract Agreement(s)

Subject to the City Council approval, award will be made to the proposer whose proposal has been deemed most advantageous to the City in accordance with the evaluation criteria contained in the RFP.

RFP #2020-03 OPERATION AND LEASE OF THE RESTAURANT AND BAR AT THE LOS LAGOS MUNICIPAL GOLF COURSE.

PROJECT SUMMARY

The City of Edinburg ("City") is seeking a Lessee to develop, improve, manage and operate the food, beverage, restaurant, bar, beverage cart, and dining area for the facilities at the City of Edinburg's Los Lagos Municipal Golf Course Clubhouse. The Lessee supplying this service must be experienced in the food, beverage, concession, restaurant, bar, lounge, and dining area industry and be able to operate an economical, effective, healthy, and safe public restaurant and bar that complies with all applicable local, county, state, and federal policies, procedures, rules, regulations, codes, and laws. The Company must be able to obtain all permits and licenses necessary to operate a restaurant and bar that serves food, beer, wine, and liquor. The Company must be fully insurable to City established levels of coverage, name the City of Edinburg as policy co-insured, and keep in effect all required coverage's during the term of the leased facility agreement if chosen as the successful service provider. Proposals will be evaluated by personnel from the City of Edinburg with final approval by the Edinburg City Council.

The City is seeking proposals from interested parties to perform services related to kitchen concession, restaurant, bar, and associated catering/dining facility maintenance service at the City of Edinburg's Los Lagos Municipal Golf Course Clubhouse. All private concession service proposals should contain complete detailed written information on: scope of operations, scope of services, projection of income, development plans, improvement plans, personnel employed, personnel and ownership background, firm employment history, current financial status, self-supplied fixtures, and furnishings. The successful Company must be willing and able to enter into a facility lease agreement with the City of Edinburg, abide by all lease conditions and procure all

pertinent insurance requirements. The Los Lagos Municipal Golf Course, kitchen, bar and restaurant areas will be available for site inspections, by calling (956) 316-0444 for appointments, prior to the RFP submittal deadline.

THE FACILITY

The Edinburg Municipal Golf Course Clubhouse is approximately 3,800 square feet in size and is located at 1720 S. Raul Longoria Road in Edinburg, Texas. Per the City of Edinburg Fire Marshall, the Clubhouse can hold a maximum of 135 occupants. The proposed lease agreement shall include the furniture, fixtures and equipment of the following areas:

1. Indoor and outdoor dining area (not for exclusive Clubhouse and public use)
2. Kitchen
3. Bar
4. Parking lot (not for exclusive Clubhouse and public use)
6. Men and Women's Restroom (not for exclusive Clubhouse and public use)
7. Storage areas located within the restaurant
8. Outside Pavilion (not for exclusive Clubhouse and public use)

This lease agreement does not include the Pro Shop or the Pro Shop office.

HOURS OF OPERATION

The Golf Course Clubhouse is open during the following hours

- Sunday through Saturday 6:00 AM to 8:00 PM

Lessee may be able to negotiate amended hours with the approval of the Edinburg City Council.

SCOPE OF SERVICE

The Company shall address and provide all the information requested under this proposal in connection with and with respect to the following goals, objectives, and provisions for the previously described project.

A. Company Provided Products and Services:

The Scope of services shall, at a minimum, include and provide for the following:

1. High quality culinary products, meals, and beverages for the restaurant, bar, and on-site catering service for golfing community and the general public.
2. A high quality and pleasant system of product and service delivery and associated sanitary disposal.
3. A clean, sanitary, and healthy system of facility maintenance and operations which conforms to all City, County, State, and Federal regulations and health codes.
4. An experienced operator who can order, purchase, dispense, inventory, track, control, and handle the products, materials, and supplies involved in the operations of the restaurant, bar, and catering service.
5. An accurate, up-to-date, efficient, and understandable means of business accounting and operations record keeping and reporting system.
6. Company must be willing to provide catering for events located at the golf course. The City reserves the right to not utilize company for catering services and the City has the right to utilize other catering services.
7. Company must collaborate with the City of Edinburg regarding the scheduling of events (golf tournaments, for example) taking place at both the restaurant and on the golf course in general.

8. An operation which is reliable, responsible, and responsive to the needs of the customers, patrons, and the City of Edinburg.

TERM

This agreement shall be in effect for two (2) years, with three one-year renewal options available. At the end of the term, this agreement shall automatically renew on a month-to-month basis, unless terminated or renewed sooner.

UTILITY, PERSONNEL, & OTHER EXPENSES

- A. Lessee shall be responsible for paying all utility bills and taxes related to the operation of the restaurant and bar.
- B. Lessee shall be responsible for providing and supervising all personnel necessary to operate a restaurant and bar.
- C. Lessee shall be responsible for paying all payroll and personnel costs associated with operating a restaurant and bar.
- D. Lessee shall be responsible for all material and supplies necessary to operate a restaurant and bar.
- E. Lessee shall be responsible for health permits and alcohol permits as required.
- F. Lessee shall pay a fee of \$2,500 per month for the use of the premises under this agreement.

EQUIPMENT

The City of Edinburg will retain ownership of all major equipment currently available at the Clubhouse. However, Lessee shall have the right to use any major equipment, minor equipment, small appliances, or cooking utensils that are currently available at the Clubhouse.

Any repairs or equipment that may be needed at the Clubhouse can be negotiated between the City and the Lessee. The Lessee is responsible for the maintenance and the servicing of all the equipment.

ASSIGNMENT

Lessee may not assign this agreement without the written consent of the Edinburg City Manager.

MAINTENANCE

The City of Edinburg shall be responsible for the following maintenance:

- Parking lot
- Roof
- HVAC
- Exterior walls
- Windows
- Landscaping
- Foundation
- Ceiling
- Lighting
- Painting

The Lessee shall be responsible for the following maintenance

- Garbage / Trash removal
- Daily cleaning
- Grease trap maintenance
- Minor and small appliances
- Furniture and fixtures
- Fire suppression system

REPORTING

Lessee shall submit quarterly reports to the City of Edinburg regarding the operation of the restaurant and bar.

INSURANCE REQUIREMENTS

The successful Lessee must be able to procure and maintain the following insurance:

1. Worker's Compensation Insurance (\$1,000,000 per occurrence)
2. General Liability Insurance (\$1,000,000 per occurrence)

The Lessee shall provide the City with certificates evidencing such insurance as outlined above prior to beginning any work under this project. Such certificates shall provide the thirty (30) days advance written notice to the City of cancellation, material change, reduction of coverage, or non-renewal. Insurance certificates shall name the City as an additional insured.

*******End of Scope of Service*******

EXHIBIT A
AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED
CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make decisions regarding the prices, covenants, terms and conditions quoted.

The Bidder is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

_____ All amendments to this RFP issued by the City have been received by the person/organization below. All amendments are signed and returned with the Proposal.

_____ No amendments have been received.

The price, covenants, terms and conditions in this Proposal are valid for 180 days from the date of submission.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. _____ Fax No. _____

Email _____

Print:

Name: _____ Signature: _____

EXHIBIT B

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

EXHIBIT C

**VENDOR/S PROVIDING PROPOSAL FOR THE
FIXED ASSET AUDIT AND MANAGEMENT SOLUTION QUALIFICATIONS
GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: _____
(Full, correct legal name)
2. Address: _____

3. Telephone/Fax: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes____No____
5. Is your Company authorized and/or licensed to do business in Texas?
Yes____No____
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in Edinburg, Texas?

Yes____No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____(years) _____(months)

c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____(years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. _____
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

EXHIBIT D
LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

EXHIBIT E

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

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.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

EXHIBIT F

CONFLICT OF INTEREST FORM

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 became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity _____

_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT G

HOUSE BILL FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

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)

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT H

SAMPLE AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

**RESTAURANT LEASE AGREEMENT
BETWEEN THE CITY OF EDINBURG
AND XXXXXXXX**

RESTAURANT LEASE AGREEMENT (the "Agreement") dated May_, 2020 (the "Execution Date") is made by and between the City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and XXXXXXXXXXXXXXXX at Los Lagos (hereinafter "Vendor"), as follows:

RECITALS

WHEREAS, the City is the owner and operator of the Los Lagos Golf Club, an eighteen-hole golf course, together with the Club House located at 1720 S. Raul Longoria Rd, Los Lagos Dr, Edinburg, TX; and

WHEREAS, this Agreement is in reference to the Restaurant Lease Agreement between City and XXXXXXXX dated May_,2020 (hereinafter "Lease Agreement") attached hereto as Exhibit A, and made a part hereof; and

WHEREAS, the City and XXXXXXXX entered into an agreement wherein XXXXXXXX agreed to provide food and beverage concessions in the restaurant area located at the Clubhouse, including sale of alcoholic beverages for onsite consumption at the Los Lagos Golf Club; and

NOW THEREFORE, the City and XXXXXXXX, for and in consideration of the mutual covenants and benefits to the parties herein contained, mutually agree that the Lease Agreement is amended as follows:

**SECTION I
EMPLOYMENT OF VENDOR**

A. Vendor shall operate a food and beverage concession in the restaurant area located at the Clubhouse at Los Lagos Golf Club during the period of this Agreement. Said food and beverage concession shall consist of the services and requirements listed herein. Vendor accepts the use of the Premises on an "as is" basis. The Premises includes the restaurant, bar and dining area, kitchen, and all other property that is part of the Los Lagos Golf Course and parking lot. Vendor agrees to lease the Equipment in the restaurant area and accepts the Equipment on an "as is" basis. Equipment means without limitation the refrigerators, chairs, stoves, microwave ovens, heat lamps, bar utensils, and glass ware as of the Execution Date. All Equipment will be inventoried on DATE by Vendor and City. Vendor shall certify that all Equipment to be used under this Agreement is accounted for and in good working order.

**SECTION II
SERVICES OF VENDOR**

A. During the term of this Agreement, Vendor shall, pursuant to the hours of operation provided herein, provide food and beverage service (including alcoholic beverages) at the Los Lagos Golf Club to all patrons of said golf course as well as the general public. Vendor shall also, pursuant to the hours of operation provided herein, serve food and beverage (including alcoholic beverages) on the golf course at Los Lagos from a food and beverage service golf cart. Vendor may serve beer and other alcoholic beverages at the Premises provided that Vendor secures required licensing and complies with all applicable laws, ordinances and regulations.

B. Vendor accepts the Premises and Equipment in their present physical conditions. Vendor, at its own expense and liability, shall make all other improvements and acquire all personal property to perform this Agreement. Vendor shall be responsible for the maintenance and repairs of the Equipment. Vendor shall operate the concession in a manner not to interfere with public use of the Premises.

C. In the event of conflict between the Vendor herein and any other Vendor at Los Lagos Golf Course as to the items and merchandise to be sold by the respective Vendors, Vendor agrees that City shall make the final decision as to which items or merchandise may be sold. Vendor agrees to be bound by the decision of City.

D. Vendor shall offer the following services:

1. Vendor shall furnish cafe style food and beverage menu items, including hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, sunflower seeds and other pre-packaged goods) and fountain soft drinks and related beverages, including alcoholic beverages. While maintaining quality of the food and beverages, Vendor shall work to provide service as quickly as possible.
2. Vendor shall, multiple times a day and as directed by Director of Golf or his/her designee, furnish snack foods (i.e. chips, candy bars, energy bars, sunflower seeds and other pre-packaged goods) and soft drinks and related beverages, including alcoholic beverages, on the golf course at Los Lagos from a food and beverage service golf cart. City shall provide said food and beverage service golf cart to Vendor.
3. Vendor may provide banquet services at the Premises for special events, such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts, and other social gatherings. Such services shall include offering a variety of high quality, full course and light course meals that include preparation, service, clean up, etc. Tournament food services shall be coordinated with City.
4. Vendor shall not prohibit individual golfers or other individuals from, nor charge them for, bringing their own food and/or non-alcoholic beverages onto the Premises. No signage shall be posted or action taken against individual golfers or the general public. Vendor may, however, prohibit private food and beverage only in the restaurant area within the Clubhouse. Vendor shall not prohibit private food and beverage in any other part of the Premises, including

but not limited to patio seating areas around the Clubhouse. Vendor shall not prohibit group events, including Tournaments, from, nor charge them for, providing their own food and beverage.

5. Vendor may provide or sell beer, liquor, and other alcoholic beverages at the Premises, provided that Vendor obtains all required licenses and permits and complies with all applicable laws, ordinances and regulations. While the City's golf staff may, but is not required to, assist in communicating to the public information about Vendor's beer, liquor, alcohol, or other licenses or permits, Vendor shall be solely responsible for monitoring compliance with such licenses, permits, laws, ordinances, and regulations.

SECTION III NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION IV EQUIPMENT

Vendor shall provide all furnishings and equipment that are necessary to conduct business in a proper manner, with the exception of City's existing Equipment on site on the Execution Date and a food and beverage cart. Vendor shall maintain and provide City with a list of all its equipment at the Premises. Said inventory list shall identify each piece of equipment by brand name, model number, and serial number. Vendor shall provide City with written notification of changes in its equipment inventory.

Vendor shall pay for all maintenance and repair work required for Equipment to remain in operating condition throughout the term of this Agreement. Vendor shall pay all costs related to grease and other oil refuse storage and removal, maintenance and compliance of the fire suppression system and associated inspection and regulatory fees including hand held extinguishers within the Premises.

Vendor shall have the right to use City's Equipment located in the restaurant area of the Clubhouse on the Premises. Vendor shall neither initially have, nor gain over time, any ownership interest or right to remove City's Equipment upon termination or cancellation of this Agreement by either party.

Vendor shall make no alterations, additions or replacements to Equipment or food and beverage cart without obtaining City's written approval prior to making such changes.

SECTION V HOURS OF OPERATION

Food and beverage services provided under this Agreement shall be available on a daily basis all year and shall not be closed on holidays, with the exception of closing on holidays

observed by Los Lagos Golf Club. Vendor shall communicate with the Director of Golf or his/her designee on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public. At a minimum, Vendor shall have the concession open for business to the public at least fifteen (15) minutes prior to the first scheduled tee time for the day and continuing until dusk. Exception to hours of operations must be approved by the Director of Golf or his/her designee.

If Vendor does not provide food and beverage services during times directed by this Agreement or Director of Golf, City shall have the right to provide food and beverage services and shall retain all revenue from such operation.

SECTION VI **EMPLOYEES**

Vendor shall retain a qualified, competent, and experienced manager(s) at the golf course to supervise the food and beverage operations. At all times during hours of operation, Vendor shall have an authorized representative who may act on behalf of Vendor.

Vendor's employees shall be courteous, efficient, clean and neat in appearance. Vendor shall not employ any person or persons in or about the Premises who shall use improper language or act in an otherwise inappropriate manner. Vendor shall replace any employee working at the Premises whose conduct is deemed by the City to be detrimental to the best interests of the City.

All of Vendor's employees must submit to pre-employment screening including, but not limited to, drug testing and criminal background checks consistent with the standards recognized by the City, at Vendor's expense, and documentation shall be submitted to City before offer of employment is made. City reserves the right to refuse entrance to the Los Lagos Golf Club premises of any current, former, or newly hired employee that does not meet the background checks standards recognized by City specifically, but not limited to, standards meant to keep minors free from harm. Upon being hired, such employees shall be subject to such health regulations and examinations as any applicable governmental authority may require including mandatory Texas Alcoholic Beverage Commission training for management and servers, in connection with their employment.

SECTION VII **QUALITY PRICE AND PRODUCT CONTROL**

Vendor shall serve and dispense high quality foods and products in adequate portions and at prices comparable to other similar restaurants and food dispensing concessions in the Rio Grande Valley. All prices charged by Vendor shall be approved by City. Failure of Vendor to promptly correct, rectify, or modify its price, quality, or quantity schedules upon written notice by City is cause for immediate termination of this Agreement by City.

Vendor shall meet with the City Manager and/or his/her designated representative at least on a bi-annual basis each year to discuss any concerns, priorities, and goals and/or to review Vendor's operations.

SECTION VIII
RESPONSIBILITY OF THE CITY

City will facilitate Vendor's work with the following tasks:

- A. Provide Vendor with its requirements for the Services.
- B. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.
- C. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.
- D. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.
- E. City reserves the right to either on its own or in coordination with Vendor evaluate the public's satisfaction with the quality, quantity, price, overall value, facility cleanliness, and other factors relating to the product and service provided by Vendor.
- F. City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the golf course and related facilities which Vendor shall observe and obey. City's Director of Golf has the authority to enforce this Agreement on behalf of City and may authorize other City employees to help administer this Agreement.
- G. City shall pay all costs associated with the regular repair and maintenance to the Los Lagos Golf Club and the Premises, including, but not limited to the heating, air conditioning, plumbing and electrical units. In no event shall City be obligated to make any capital improvements with respect to the Equipment, the Los Lagos Golf Club and the Premises unless otherwise agreed pursuant to this Agreement.
- H. City shall pay for maintenance and repair work required for the golf and beverage cart to remain in operating condition, except Vendor shall be responsible for the maintenance and repair work for damages to the golf and beverage cart resulting from the negligence of Vendor or Vendor's employees. In case of such damage, City shall have said maintenance and repairs completed and shall deliver an invoice to Vendor for reimbursement. Vendor shall pay said invoice within 30 days of receipt.

SECTION IX
RESPONSIBILITIES OF VENDOR

Vendor shall perform the Services described in Section II herein.

- A. The Services shall be operated as a convenience to the golfing public and the public in general; therefore, all food, beverages, confections and other items sold or kept for sale by Vendor shall be of high quality, wholesome and pure, and must conform in all respects to applicable federal, state, Hidalgo County, and City food laws, ordinances and regulations. All food and other merchandise kept for sale shall be subject to inspection by City. Vendor shall maintain continuously all required restaurant licenses, shall maintain said restaurant to first-class standards, and shall continuously maintain all required beer, liquor, or other alcohol licenses. Vendor shall, at its own expense, maintain and operate the concession in a first-class manner in the areas of the clubhouse for which Vendor is contractually responsible and shall keep the Premises in a safe, clean and inviting condition at all times satisfactory to City.
- B. Vendor shall perform its Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Vendor shall furnish all manpower and other services required to complete the requirements and conditions of this Agreement. Vendor shall have full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements.
- D. Vendor shall assume full responsibility for damage to City property caused by negligence or abuse by Vendor's employees or equipment, as determined by designated City personnel.
- E. Vendor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement.
- G. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.
- H. Vendor shall be responsible for maintaining a safe environment in the Premises. Vendor shall immediately notify City of any unsafe conditions of the Premises, as well as any unsafe practices occurring thereon, and work with City to correct that practice or condition. Vendor shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on or from the Premises. Vendor shall cooperate fully with City and law enforcement in the investigation of any accidental injury or death occurring on or from the Premises, including providing a prompt report to City.

SECTION X
RENT AND DEPOSIT

- A. Vendor shall pay base rent to City in monthly installments of \$ 2,500.00 in advance on the first day of each month during the term of this Agreement. Rent for any period during the term hereof which is for less than one month shall be a pro-rata portion of the monthly installment.
- B. Rent shall be payable without notice on demand and without any deduction, offset, or abatement, at the address stated herein, or to such other persons or at such other places as City may designate in writing.
- C. On the Execution Date, Vendor shall pay to City a security deposit in the amount of Two thousand dollars (\$2,500.00). This security deposit shall be held by City as security for the performance of all obligations of Vendor under this Lease, including, but not limited to, the payment of rent, taxes and other sums due. While City holds the security deposit, City shall have no obligation to pay interest thereon, unless required to do so by Texas law, and shall have the right to co-mingle the security deposit with City's other funds. The City shall have the right from time to time without prejudice to any other remedy it may have on account thereof to apply such deposit, or any part thereof, to City's costs, damages or expenses arising from Vendor's default or failure to perform any of its obligations under the Lease. Should the entire security deposit, or any portion thereof, be applied by City in accordance with the provisions hereof, NAME shall upon demand pay to City an amount sufficient to restore the security deposit to the required amount specified herein. The City shall have the same rights and remedies for the nonpayment by NAME of any amounts due on account of the security deposit as the City has hereunder for the failure of NAME to pay Rent.
- D. Provided Vendor is not then in default of the Lease and has met all obligations to City under this Agreement, City shall have thirty (30) days to return the deposit, or so much thereof as shall not have been previously applied in accordance with the terms of this Agreement, to Vendor on the termination of this Agreement and performance by Vendor of all of the obligations of Vendor to be performed hereunder, including, without limitation, the surrender of possession of the Premises and the payment of all amounts to be paid by Vendor. However, if the determination of any amount to be paid by Vendor to City, or of Vendor's tax obligation, or of the like, is not made at the termination of this Agreement, City may retain such portion of the security deposit as City believes in the exercise of City's good faith judgment is an appropriate reserve against such future liability of Vendor's and return only the balance of such deposit pending the final determination and payment of all such amounts by Vendor to City.
- E. The City is not obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

SECTION XI
TERM OF AGREEMENT

- A. The term of this Agreement shall begin on DATE and shall be effective through DATE, unless sooner terminated as provided herein. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Vendor with a written notice of the approval of the extension. In the event Vendor shall hold over and remain in possession of the Premises under this Agreement after the expiration date without written renewal or extension of the Agreement, it shall only create a tenancy from month-to-month, which may be terminated at any time by City.
- B. City may terminate this Agreement for any reason upon giving 30 days' prior written notice thereof to Vendor.
- C. Any of the following shall constitute an event of default under this Agreement:
1. Vendor fails to pay any amounts due under this Agreement, and such failure continues for 10 days after City has notified Vendor in writing of such failure; or
 2. Vendor fails to perform or observe any other terms or conditions of this Agreement, and such failure continues for 30 days after City has notified Vendor in writing of such failure; or
 3. Vendor fails to maintain in good standing any and all liquor and other licenses required under Texas law.
 4. Vendor is declared to be bankrupt or insolvent according to law, or any assignment of Vendor's property is made for the benefit of creditors.
 5. Vendor erroneously reports gross sales, which causes the concession fees to be understated and underpaid to the City.
- D. If an event of default occurs, City may take any of the actions stated below and any such action by City shall not be considered a trespass and shall not adversely affect any other remedy that City otherwise might have against Vendor :
1. Terminate this Agreement;
 2. Without demand or notice to Vendor, enter and repossess the Premises and expel from the Premises Vendor and anyone 'claiming rights in the Premises through Vendor; and
 3. Remove Vendor's property or effects from the Premises, forcibly if necessary
- E. Upon termination of this Agreement, Vendor shall pay City the amount due to City on a pro rata basis as calculated by City.
- F. Upon termination of this Agreement, the terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both

parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

- G. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City immediately all Equipment and shall quit and deliver up the Premises to City and those having its estate in the Premises, peaceable, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be placed by Vendor, or City. Vendor and City shall conduct and certify the inventory and inspection of all Equipment, and Vendor shall replace or reimburse City for any missing, stolen, or damaged Equipment.
- H. The City reserves the right to suspend all or any portion of the Vendor's Services under this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges accepted by the City prior to receipt of notice of suspension of Services.
- I. Upon termination of this Agreement or suspension of Services under this Section, the City may obtain the services of another entity to perform the Services under this Agreement.
- J. Upon termination of this Agreement through passage of time or otherwise, all right, title of interest of Vendor in or to any of the improvements and fixtures, including carpets, which have been affixed to the real property constituting the Premises shall immediately be vested in the City. All other personal property of Vendor such as furniture, fixtures, and equipment installed during the term of this Agreement which has not been attached or affixed to the Premises shall remain the property of Vendor upon such termination of the Agreement subject, however, to the right of City or the next vendor to acquire, within thirty (30) days after such termination, all of Vendor's right, title and interest in and to all or any part of such personal property upon payment to Vendor of an amount equal to the fair market value of said personal property, as determined by a third-party appraisal. To augment the third-party appraisal, the original purchase value of said personal property shall be established by verified invoices showing date of purchase, amount paid, whether equipment was new or used, and date of initial use on the Premises hereunder. If neither City nor the next Vendor desires to purchase any or all of Vendor's personal property upon termination of this Agreement, Vendor shall remove such personal property from City's property within one week from when it is first notified of the election not to purchase by City and the next Vendor.

SECTION XII **SIGNS AND PROMOTIONS**

- A. Vendor shall not erect, install, operate or permit to be erected, installed or operated in or upon the Premises any sign or other similar advertising device without first having obtained prior written approval of City. Subject to obtaining such written approval from City, Vendor shall arrange and pay for a professional sign maker to produce and install a new sign at the entrance to the golf course that advertises the snack bar restaurant. The cost of such installation and operation shall be borne by Vendor.
- B. At least once each golf season, Vendor and City shall review and discuss Vendor's marketing plan to promote the restaurant and concession operations at the golf course.

Vendor may offer various specials, such as a weekly senior discount or discounts for day events promoted by the golf course. The parties agree to explore whether to provide combined specials for golf and food and whether to do some marketing through emails or flyers to local businesses.

SECTION XIII REVENUES AND COSTS OF OPERATION

- A. Vendor shall bear, at its own expense, all costs related to its provision of Services. Vendor is responsible for any food spoilage losses as a result of equipment outages and is encouraged to carry insurance to protect against such losses.
- B. Vendor will collect all revenues from its sale of food and beverages on the Premises as provided in this Agreement. City shall have no interest or claim to income from the Vendor's sale of food and beverages on the Premises. City shall pay the costs for all utilities (including but not limited to electric, telephone, security monitoring, internet and cable) and insurance associated with the Los Lagos Golf Club and the Premises as provided in the Lease Agreement.

SECTION XIV TAXES AND FEES

- A. Vendor will be liable for all sales taxes, property tax, payroll and personal taxes and fees arising from the provision of Services under this Agreement.

SECTION XV OUTSIDE CATERING

- A. During the term of this Agreement, Vendor may operate a catering service for food and beverage delivery outside of the Premises using Equipment, provided that such catering service does not interfere with Vendor's ability to perform Services for the City under this Agreement. City may direct Vendor to cease such catering service upon 30 days written notice. All provisions of this Agreement, including but not limited to indemnification and limitation of liability, shall apply in full force to Vendor's catering services.
- B. In consideration of allowing Vendor to operate a catering service, Vendor shall pay City a flat fee of \$150 per event catered outside of the Premises.

SECTION XVI CAPITAL PROJECTS

- A. Any additions or improvements to the Premises are subject to written Approval by the City Manager and must meet all specified applicable building codes and regulations. All improvements become the property of the City at the termination of this Agreement by either party unless otherwise stipulated in a written agreement between the Parties.

SECTION XVII DAMAGE TO PREMISES

- A. If the Premises are partially or totally damaged by fire, explosion, the elements, the public enemy, or other casualty which is not the result of any act by Vendor, but not

rendered untenable, City shall be under no obligation to repair and reconstruct the Premises. If the damage to the Premises is the result of any act by Vendor, all costs of the repair shall be borne by Vendor.

SECTION XVIII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.

- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

- C. Comprehensive Auto Liability
 - 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

- D. City's Protective Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

- E. City shall be listed as an additional insured.

If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and
5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XIX **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original

written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION XXI **INDEMNIFICATION**

To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XXII **LIMITATION OF LIABILITY**

Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XXIII **AGREEMENT CONSTRUCTION**

The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been

advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XXIV
NO PENDING LITIGATION

Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threatened against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XXV
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XXVI
NOTICE

Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

NAME and Address of Vendor

Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXVII
NON-APPROPRIATIONS

Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXVIII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XXX
NO WAIVERS OR ACCORD AND SATISFACTION

This Agreement may be amended only by written instrument signed by all parties.

No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this

Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXXI **ACCOUNTING RECORDS**

Vendor shall maintain all records necessary to properly account for all monies received by Vendor through its operations. Vendor shall maintain records for at least four (4) years after this Agreement terminates or until all audits initiated within that four (4) year period have been completed, whichever is later. Vendor shall allow City auditors and Golf Department staff access to all records relating to this Agreement, for audit and inspection, and monitoring of payments so that the accuracy of the records can be confirmed.

Vendor shall maintain a method of accounting in accordance with generally accepted accounting principles and procedures, satisfactory to City and shall correctly report and accurately reflect the gross receipts and disbursements of Vendor. The method of accounting, including bank accounts established, shall be separate from the accounting system used for any other business operated by Vendor or for recording Vendor's personal financial affairs. Such method shall include the following documents:

1. Regular books of accounting such as general ledgers or City approved computer accounting programs.
2. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and federal income tax returns, and sales tax returns.
4. Cash register tapes (daily tapes may be separated but shall be retained so day to day sales can be identified).
5. Any other reporting records City deems necessary for proper reporting of receipts.

All sales shall be recorded by means of written receipts or cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

Vendor shall provide a recap of each day's sales for each month on a City approved reporting form. Recaps will be due by the 15th of each month. Vendor shall provide City a sworn or verified yearly income statement, an annual profit, and loss statement and a

balance sheet. The annual financial statements and annual recap of sales shall include a by month recap and must be submitted to City by November 15th.

SECTION XXXII
CITY'S RIGHT TO AUDIT FINANCIAL RECORDS AND INSPECTION

City reserves the right to inspect Vendor's financial records for concession operations at the golf course(s) covered by this Agreement. City's rights under this Section shall continue after termination of this Agreement.

Vendor shall allow City's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and inspecting the Premises for purposes necessary, incidental to, or connected with, the performance of its obligations hereunder or in the exercise of its governmental functions.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2020.

CITY OF EDINBURG:

BY: _____
Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Garza, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa
City Attorney

ATTENTION VENDOR

BY: _____

Name

Address

City and State

Phone:

Email Address

**Attachments: Exhibit "A" Insurance
Exhibit "B" RFP 2020-08**

**EXHIBIT I
SUBMITTAL CHECKLIST**

This checklist is to help the company submitting proposal for OPERATION AND LEASE OF THE RESTAURANT AND BAR AT THE LOS LAGOS MUNICIPAL GOLF COURSE ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Company submitting proposal for the OPERATION AND LEASE OF THE RESTAURANT AND BAR AT THE LOS LAGOS MUNICIPAL GOLF COURSE Qualification General Questionnaire (EXHIBIT C in RFP)	
Tab C – *Authorization to Submit Proposal (EXHIBIT A in RFP)	
Tab D – Litigation Disclosure (EXHIBIT B in RFP)	
Tab E – Submittal Checklist (EXHIBIT G in RFP)	
Tab F - *House Bill 89 Verification (EXHIBIT E in RFP) *Conflict of Interest Form (EXHIBIT F in RFP) * House Bill 1295 Form (EXHIBIT G in RFP)	
Tab G-* List of References for Similar Projects (EXHIBIT D in RFP)	
Tab H- *Formal Proposal for the OPERATION AND LEASE OF THE RESTAURANT AND BAR AT THE LOS LAGOS MUNICIPAL GOLF COURSE	
1 Original* and 7 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**