

STATE OF TEXAS §
 §

COUNTY OF COLLIN §

**AGREEMENT FOR THE PURCHASE OF
TEMPORARY PERSONNEL FOR FOOD AND
BEVERAGE SERVICES**

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Salazar Services LLC dba F&B Services ("Contractor") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain Temporary Personnel for Food and Beverage Services from Company in accordance with the City's description and scope of services attached hereto as Exhibit "A" ("Scope of Services"); and

WHEREAS, Company desires to provide services to City in accordance with Scope of Services attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until May 31, 2020, unless earlier terminated as provided herein (the "Term").

**Article II
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement; and
- B. The City's Request for Proposal #2017-2-45 (Exhibit A);
- C. The Vendor's response to Request for Proposal #2017-2-45 (Exhibit A).

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Scope of Services as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total annual compensation to Contractor shall not exceed \$461,820.00 during the Term. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII
Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, hardware, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X
Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;

- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI

Insurance

11.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Contractor’s employees involved in the provision of services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Allen, Texas
Attn: City Manager

305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118

with copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Contractor:

Salazar Services LLC dba F&B
Services
Attn: Jorge A. Salazar, CEO
13610 Midway Rd., Ste. 246
Dallas, Texas 75244
Facsimile: 888-415-6762

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.12 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

(Signature page to follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this _____ day of _____, 2017.

**SALAZAR SERVICES LLC dba F&B
SERVICES**

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

13610 Midway Rd., Ste. 246
Dallas, Texas 75244

EXHIBIT "A"
SCOPE OF SERVICES

1. The City's Request for Proposal #2017-2-45
2. The Vendor's response to Request for Proposal #2017-2-45
3. Bid Tabulation



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**REQUEST FOR PROPOSAL
#2017-2-45
TEMPORARY SERVICES FOR FOOD AND BEVERAGE
(ALLEN EVENT CENTER)**

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

MARCH 30, 2017 @ 2:00 P.M.

NO LATE PROPOSALS WILL BE ACCEPTED
FACSIMILE OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED

**SUBMIT ORIGINAL PROPOSAL AND THREE COPIES
ALONG WITH CURRENT INSURANCE CERTIFICATE**

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Mindy Gallegos, Contract Administrator 214-509-4631

SPECIFICATIONS AND REQUIREMENTS

REQUEST FOR PROPOSAL

2017-2-45

ALLEN EVENT CENTER TEMPORARY PERSONNEL FOOD AND BEVERAGE

It is the intention of the City of Allen to enter into a one-year contract for Temporary Personnel Food and Beverage Services as needed by the City of Allen Event Center. This procurement is expected to result in a one-year contract with two one-year renewal options. The City estimates a total 30,000 hours annually for their Food and Beverage Services Division. Note: This is an estimate of usage. The City of Allen may not reach that total or we may exceed it, as our needs fluctuate. We used an approximation of services used in the past to estimate potential usage for the future. It is specifically understood and agreed that these hours are approximate and any increased hours will be paid at the quoted hourly rate. It is further understood that the contractor shall not have any claim against the City for hours less than the estimated amount.

The contract period shall commence upon execution/receipt of a valid City of Allen Contract/Purchase Order and continue for a period of one year. The City reserves the right to extend the contract period for two additional one-year periods, with said options to be exercised solely at the City's discretion.

PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price
- the reputation of the Proposer and the Proposer's services;
- the quality of the Proposer's service;
- the extent to which the Proposer's services meet the City's needs;
- the Proposer's past business relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and any relevant criteria specifically

At the time of bid, bidders will provide three references from other similar organizations where they regularly provide temporary personnel services, which will include contact name, and telephone number.

Successful contractor shall pay or cause to be paid, without cost or expense to the City of Allen all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

SCOPE OF WORK

1. The purpose and intention of this bid is for the City of Allen to receive quotations for an hourly rate for Temporary Personnel Food and Beverage Services.
2. Contractor shall comply with all State, Federal, and local laws (including the Americans With disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights of 991) as to treatment and compensation of its employees. City of Allen shall make no payments to individual workers.
3. Contractor shall be responsible to maintain insurance coverage for all temporary employees to include general liability and auto liability in the amount of not less than \$1,000,000 per occurrence, naming the City of Allen as additional insured and providing a waiver of subrogation. The contractor shall maintain Workers Compensation 1,000,000 per occurrence and a waiver of subrogation shall apply. Contractor shall be responsible for any injury, damage or loss arising out of any acts or omissions of the temporary employee while performing their duties for the City of Allen. All insurance companies and coverage's must be

authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Allen. A certificate evidencing the coverages with a 30-day notice of cancellation shall be provided before the contractor can begin any contractual obligation with the City.

4. The City has the right to control the details of the temporary employee's work while assigned to the City.
5. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check and a drug test before placing the temporary in the work environment. The City of Allen will cover all costs associated with this.
6. The City of Allen estimates a total of 30,000 hours for the Temporary Personnel Food and Beverage Services Division at the Allen Event Center. A total of 5,000 hours for The Courses at Watters Creek temporary services are needed for the one-year period of this price agreement. It is specifically understood and agreed that these hours are estimated and any increased hours will be paid at the quoted hourly rate. It is further understood that the supplier shall not have any claim against the City for hours less than the estimated amount.
7. Attached is a listing of position specifications for the different types of personnel possibly needed by the City. Please use this form for quoting hourly rates for each description.
8. The City of Allen reserves the right to add additional job duties/descriptions if the need arises, during the term of this contract. Therefore, please provide a complete listing and hourly rate of additional services that your firm can provide that are not listed herein.
9. Hourly rates quoted shall be firm for one (1) year from award date and shall be binding if agency is selected for primary or alternate provider.
10. Please list at least three (3) references, preferably governmental agencies that you are currently doing business with.
11. Proposal submission services to include:
 - a. description of agency and services provided;
 - b. applicant/employee testing conducted by agency;
 - c. employee training conducted by agency;
 - d. statement about worker's compensation and liability insurance coverage;
 - e. *employee criminal background screening conducted by agency – Specific screening requirement: SS Trace to determine counties the individual has resided in to know which Criminal County checks to conduct (record of past 7 yrs); Statewide Criminal record check and Statewide Sex Offender Registry. If applicant has resided in another state in the past 7 years, we ask that those state records are checked in addition to Texas.
12. Contractor (s) will receive written notice of the bid award, which will include the agreed upon rate for each job description, a copy of the Temporary Personnel Services Specifications and a copy of the Temporary Personnel Service Operating Procedures.
13. The City of Allen is an Equal Opportunity Employer. All job vacancies are advertised through the media and posted for public view. The City of Allen will not reject any application for employment by temporary employees assigned in the workplace. It is the policy of the City of Allen not to pay any release fees in the event a temporary is selected from the applicants.

TEMPORARY PERSONNEL SERVICE OPERATING PROCEDURES

A City of Allen employee will call the temporary agency to place an order stating the position, typical duties, person and department the temporary will report to, starting time, date, and length of employment. At this time, the agency must verify the bid rate for the position requested.

The temporary agency must supply a temporary within the time period agreed by the city and the contractor and supply the name of the temporary to the Department Representative. In addition, the agency shall inform the temporary of the department in which the individual will be assigned.

When supplying temporary personnel, the agency must ensure/provide the following:

- A confirmation of the temporary employee order must be sent to the department representative 48 hours in advance of the event the worker is assigned to.
- Must provide Food Handlers and TABC certifications prior to assigning temporary employees to work at Allen Event Center.
- Must be able to prove temporary employees who handle alcohol are at least 18 years of age.
- One temporary personnel per order unless the time period is extended by the department requesting a temporary.
- Once a temporary employee is assigned to a department, the temporary employee is expected to work the full assignment unless the temporary or supervisor is dissatisfied with the assignment. Temporary personnel shall not be reassigned by the agency.
- All temporary employees are expected to report to work on time and dress appropriately for public contact.
- All temporary personnel shall be on separate invoices based on job/department assignment. To expedite invoice payments, the agency shall indicate the department/division in which the temporary employee worked on the timesheets. Individual temporary personnel shall be placed on separate invoices.
- Any personnel interfacing with AEC customers must be able to speak English clearly and effectively.
- The City of Allen will provide R.E.A.L. Customer Service Training to Third Party Vendor employees.

ALLEN EVENT CENTER FOOD AND BEVERAGE

FOOD EXPEDITOR / RUNNER

- Takes completed food orders from the kitchen to the premium level and delivers them to the customer. Assists in ensuring food is presentable and fresh prior to delivery. Must be 18 years old or older. Must be able to speak English clearly and effectively. Must have TABC and Food Handler Permits.

DISHWASHER

- Tasks include washing all equipment that is brought to the dish machine, taking out all trash, replacing trash bags, keeping all trash bins clean, taking out all recycled material to the appropriate area, sweeping and mopping the kitchen floor multiple times per night, keeping all drains clean and anything else as directed by the chef / sous chef. Must have Food Handler Permit.

PREP COOK

- Serves guests quickly, efficiently and with complete knowledge of food menus. Ability to perform concession food preparation according to designated specifications, clean, stock and maintain the workstations throughout shift, follow all safety and sanitation policies and offer superior customer service. Must have TABC and Food Handler Permits.

CONCESSION CASHIER

- Serve guests quickly, efficiently and with complete knowledge of the food menu. Warmly greets guests, accurately, take guest orders; maintain good money management techniques and accurate tills, follows all safety and sanitation policies while adhering to applicable liquor laws. Must be able to speak English clearly and effectively. Must have TABC and Food Handler Permits.

PREMIUM LEVEL SUITE ATTENDANT

- Sets up and stocks each Premium Level suite. Communicates with kitchen on what food is needed for each location. Gets food from kitchen for each suite. Attends to the guests during the event in each suite. Handle the payment of each suite's invoice. Give great customer service to the suite. Gets paperwork to their supervisor in a timely manner after each event. Cleans their portion of their assigned suites, making it completely ready for the next event. Must be able to speak English clearly and effectively. Must have TABC and Food Handler Permits.

BARTENDER

- Sets up their bar prior to the event. Must have extensive knowledge of drink recipes. Pours drinks and interacts with customers during event. Takes beginning and ending inventory counts. Records beginning and ending alcohol levels of all bottles. Handles all financial transactions at bar. Cleans up bar, making it ready for the next event. Must be able to speak English clearly and effectively. Must have TABC and Food Handler Permits.

BANQUET WORKER

- Assists in the setup, service and breakdown of catering events. Attendant must possess exemplary serving skills. Must be able to speak English clearly and effectively. Must have TABC and Food Handler Permits.

The City of Allen reserves the right to add additional job duties/descriptions if the need arises, during the term of this contract. Therefore, please provide a complete listing and hourly rate of additional services that your firm can provide that are not listed herein.

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

SALAZAR SERVICES LLC

(OFFICIAL Firm Name)

By: 

(Original Signature) ~~Must be signed to be considered responsive~~

JORGE A. SALAZAR

(Typed or Printed Name)

CEO

(Title)

3-28-2017

(Date)

Remittance

Address: 13610 MIDWAY RD. SUITE 296

DALLAS TX 75244

(Zip Code)

Phone #: () 972 925 0658

Fax #: () 888 415-6762

E-Mail Address: jorge@fondb services.net

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) 3-24-2017 date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION V PRICING
TEMPORARY PERSONNEL FOOD AND BEVERAGE

The prices submitted below shall be the prices you will charge the City of Allen for those positions.

<u>POSITION</u>	<u>HOURLY RATE</u>
Food Expeditor	\$ <u>15.00</u>
Dishwasher	\$ <u>15.00</u>
Prep Cook	\$ <u>15.00</u>
Concession Cashier	\$ <u>15.00</u>
Premium Level Suite Attendant	\$ <u>17.00</u>
Bartender	\$ <u>18.00</u>
Banquet Worker	\$ <u>17.00</u>
Other: <u>CONCESSION MANAGER</u>	\$ <u>19.50</u>
Other: _____	\$ _____
Other: _____	\$ _____

PLEASE ATTACHED/SUBMIT A LIST IF YOUR FIRM HAS MORE POSITIONS AVAILABLE!

Additional Comments, Charges, or Available Service/Value Added
