CAPTION:
Request for an ordinance authorizing acceptance of a proposal and issuance of revenue generating contracts to Black Eyed Pea; 3601 South Sandman Suite 211; Houston, TX 77098; Gulf Coast Concessions & Catering, 13225 1 1/2 Street; Sante Fe, Texas 77510; and Randy's Smokehouse & BBQ, 15104 Hwy 3. Webster, TX to provide concession and catering services at the City Convention Center. The term of the contract shall be five years with the option to renew for an additional two years.

RECOMMENDATIONS & JUSTIFICATION:
Three proposals were received for the preferred catering program to be implemented at the Pasadena Convention Center and Municipal Fairgrounds. All three proposals met the qualifications necessary and will be awarded catering contracts. Black-Eyed Pea was selected to be awarded the exclusive concessions contract in addition to catering.

The PCC & MF hosts approximately 71 catered or concession events in the Main Hall, and 19 in Campbell Hall. These vendors will pay the City a percentage on food as well as alcohol sales that they generate at the events.

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CONTROLLER CERTIFICATION

CITY ATTORNEY

DEFERRED: ____________

MAYOR

DATE: 9/22/2011
An Ordinance authorizing and approving contracts between the City of Pasadena, Texas and Black-eyed Pea, Gulf Coast Concessions & Catering, and Randy’s Smokehouse & BBQ to provide concession and catering services at the Pasadena Convention Center and Municipal Fairgrounds for a period of five years.

WHEREAS, Black-eyed Pea, Gulf Coast Concessions & Catering, and Randy’s Smokehouse & BBQ submitted proposals for the preferred catering program to be implemented at the Pasadena Convention Center and Municipal Fairgrounds; NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That those certain contracts, facsimiles of which are annexed hereto, incorporated herein for all purposes and designated Exhibits “1”, “2” and “3”, by and between the City of Pasadena, Texas and Black-eyed Pea, Gulf Coast Concessions & Catering, and Randy’s Smokehouse & BBQ, respectively, to provide concession and catering services at the Pasadena Convention Center and Municipal Fairgrounds for a period of five years beginning on or about the date of final City Council approval, with the option to renew for an additional two years, according to specifications as set forth in Request for Proposals, are hereby authorized and approved.

SECTION 2. That the City Council finds that such contracts are reasonable and necessary and the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract documents and counterparts thereof.
SECTION 3. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)
PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 1st day of November, A. D., 2011.

APPROVED this the 1st day of November, A. D., 2011.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:

CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 8th day of November, A. D., 2011.

APPROVED this the 8th day of November, A. D., 2011.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:

LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS
CONCESSION/CATERING AGREEMENT

This agreement is by and between [Black-eyed Pea (the Concessionaire/Caterer)] and the CITY OF PASADENA, a Home Rule municipality of the State of Texas, (the City).

WHEREAS, the City owns and operates certain facilities known as the Pasadena Convention Center; and,

WHEREAS, the City desires to engage Black-eyed Pea to manage and operate food and beverage concessions and catering at the Pasadena Convention Center upon the terms and conditions set forth in this agreement, and any additional attachments, exhibits, or addendums incorporated herein, and according to the specifications as set forth in the notice to bidders and bids received pursuant thereto, a copy of which bid is incorporated in the contract for all purposes.

NOW, THEREFORE, in consideration of the premises and of promises exchanged by the parties, it is hereby agreed:

DEFINITIONS

**Agreement** – A binding contract to provide the food and beverage concession and catering services for the Pasadena Convention Center.

**Closed Concessions/Catering** – Concessionaire/Caterer will have rights to the sale or giveaway of concession food and beverages and catering rights at the Pasadena Convention Center premises, except as herein provided. Sale or rental of catering extras as outlined in Proposal Number 11-004 will be permitted.

**City** – City of Pasadena, Texas.

**Concession Sales** – Shall include Food, Alcoholic and Non-Alcoholic beverages, Confections, and Vending Machine Sales at the Pasadena Convention Center. The City retains the right unto itself and unto authorized others all rights of novelty sales and other merchandise.

**Director** – Managing Director of the Pasadena Convention Center.

**Equipment** – All major equipment used in the storage, preparation, cooking, serving, holding and re-washing areas of the concession/catering operations.

**Food Service Facilities** – Those areas used for food storage and preparation within the Convention Center.

**Food and Beverage Service(s)** – Shall mean all food and beverage concession and catering services covered under this Agreement, including food service, alcoholic and non-alcoholic beverage service.

**Gross Sales** – Total revenues derived from the sale of food and beverages and related revenues less any sales tax levied or imposed.

**Kitchen Privileges** – Full use of kitchen facilities and all equipment.
**Premises** – All inside areas of the Convention Center that are to be used for Concessions or Catering as approved by the Director.

**Prohibited Items** – such particular products sold by concessionaire/caterer that have been banned, discontinued, or refused by the Director.

**Retail Products** – All non-food items to be sold hereunder, including souvenirs, novelties, gifts, t-shirts and other clothing, programs, records, tapes, cds, newspapers, magazines and other miscellaneous novelties.

**POLICIES**

**Kitchen Privileges** – Concessionaire/Caterer shall have kitchen privileges, except as otherwise provided herein.

**License for Alcoholic Beverages** – The Concessionaire/Caterer shall hold a license in the lobby and kitchen cooler only in the Pasadena Convention Center or a picnic license may be used.

**Prohibited Items** – The Director reserves the right to prohibit the sale of particular food products at designated areas within the Pasadena Convention Center.

1. **SCOPE OF ITEMS PROVIDED BY THE CENTER**

To ensure that the specified services meet the requirements of the City of Pasadena, the City will provide/perform/furnish to the Concessionaire/Caterer the following during the event:

1.1 Water, heat, gas, and electric energy reasonable and necessary for the operation of concession stands and cooking facilities, Concessionaire/Caterer will utilize prudent energy management to the satisfaction of the City of Pasadena.

1.2 A lock for each concession stand. In no event will the City of Pasadena be liable for any loss of merchandise or equipment.

1.3 Disposal of all refuse reasonable and necessary to the catering operation when placed in the designated receptacles at no charge to Concessionaire/Caterer.

2. **SCOPE OF WORK**

2.1 **Description of Food and Beverage Concession/Catering Service**: The Concessionaire/Caterer will be granted the right and privilege to catering and concessionaire operations for events booked at the Pasadena Convention Center and the surrounding fairground area. Clients booking the convention center, grounds or arena will be required to select from the list of preferred caterers for all catering needs. The exclusive right and privilege for concessions shall be through the use of Black-eyed Pea. Exceptions include but are not limited to the following:
• This does not include novelty sales. The City reserves the right to allow lessees of the facility to give away food or drinks being advertised, demonstrated, or inherently promoted in conjunction with such events.
• Pasadena Livestock Show and Rodeo
• San Jacinto Day Foundation (Strawberry Festival)
• No off-site or subcontracting of sales by Concessionaire/Caterer are permitted without the written permission of the Director.
• All City and/or City Sponsored Catering/Concession events
• Pasadena Chamber of Commerce Taste of the Town
• Hosts Breakfast
• Any 'Cook Off' events
• Additional exemptions shall be granted by written noticed to concessionaire/caterer by the Director within 30 days.
• This also gives these events exclusive kitchen privileges during their event.

2.2 Experience. The Concessionaire/Caterer shall show a verifiable history of prior experience in the management and operation of food and beverage Concessions and Catering.

2.3 The project Bid and Specifications is attached hereto as Exhibit A and made a part hereof. The terms of this agreement shall control in the event of conflict with such project Bid and Specifications.

3. FINANCIAL STRENGTH - During the entire course of this agreement:
3.1 Concessionaire/Caterer must have resources that are adequate to insure the full and proper performance of the awarded contract and the ability to begin the operations immediately upon the commencement of the Agreement.

3.2 Concessionaire/Caterer must have financial capability to perform the Agreement.

4. OPERATIONAL PLAN

4.1 Management: Concessionaire/Caterer shall have a designated event representative assigned to manage each event at the Convention Center. (SEE EXHIBIT A – BID SPECIFICATIONS, provided to Director).

4.2 Quality and Value of Service.
   a. Concessionaire/Caterer shall provide a high standard of service and value to the guests patronizing the Convention Center.
   
   b. At all times, a sufficient number of employees shall be on staff to serve the guests promptly, efficiently, and in a courteous manner.
   
   c. At least one employee fully qualified and experienced in public food service functions must be on duty at each concession stand during concession operating hours and at each catered event until the catering part of the event is over.
d. Concessionaire/Caterer shall provide and maintain all employees in clean and neat uniforms satisfactory to and approved by the Convention Center’s Director.

e. Concessionaire/Caterer’s services shall be of the highest quality attainable.

f. Concessionaire/Caterer shall keep all food and beverage service areas clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations, to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

4.3 **Operation:** Concessionaire/Caterer shall have an operating plan provided to the Director for the food and beverage operations at the Convention Center (SEE EXHIBIT A – BID SPECIFICATIONS).

4.4 **Operating and Management Policies:**
Concessionaire/Caterer must provide regularly scheduled training programs such as, but not limited to: Alcohol Awareness, i.e., Training for Intervention Procedures for Services of Alcohol (“TIPS”), “TEAMS” training programs, systems and philosophy.

4.5 **Menu and Pricing Plan:**

a. Concessionaire/Caterer shall provide to the Director a list of items to be sold in the concession stands at the Convention Center and sample menus for catering. The list stipulates maximum prices that may be charged by the Concessionaire/Caterer.

b. The Concessionaire/Caterer is not limited to the sale of these items only, however, each additional item offered for sale and the price, thereof, must be in accordance with this minimum list and must have prior approval in writing from the Convention Center Director.

4.6 The Concessionaire/Caterer will be responsible for all equipment, appliances and small wares necessary to operate a first class concession and catering operation to accommodate any event at the Pasadena Convention Center.

The City of Pasadena will provide only currently available kitchen equipment, storage, permanent concession stands and the office/storage room located in the kitchen to the Concessionaire/Caterer, as listed on Exhibit B. These areas will be available to the Concessionaire/Caterer except or as otherwise provided herein. Any upgrades to the kitchen or office area, concession stands or equipment shall be the sole responsibility of the Concessionaire/Caterer. Proposed plans and costs for upgrades shall be submitted with a proposal and will be considered in the evaluation of the proposal. All such equipment and facilities must be approved by the Convention Center Director. All maintenance and repairs to equipment and said spaces will be the responsibility of the Concessionaire/Caterer. All equipment and spaces
shall be currently maintained to the satisfaction of the City. At the end of the
term of this agreement, Concessionaire/Caterer shall surrender possession of all
space, improvements and original equipment and the same shall become property
of the City. Concessionaire/Caterer shall not remove any article or piece of
equipment without express written permission of the Director of the Pasadena
Convention Center.

4.7 **Parking Rights:** The parking revenues are reserved by the City of Pasadena and
are not a part of this agreement.

5. **INSURANCE REQUIREMENTS:** The following insurance coverage is
required during the term of the Agreement and renewal or extension thereof.

5.1 The Concessionaire/Caterer shall secure and maintain insurance in force
throughout the duration of the contract as outlined in Exhibit C,
STANDARD INSURANCE CLAUSE FOR ALL CITY CONTRACTS.

5.2 The City of Pasadena shall be named as additional insured and the
insurance policy should include a provision prohibiting cancellation, non-
renewal or any material reduction of insurance coverage of said policy except
upon thirty (30) days prior written notice by registered mail to the Pasadena
Convention Center, 7902 Fairmont Parkway, Pasadena, Texas 77507,
ATTENTION: Director, with a copy to Purchasing Department, City of
Pasadena, 1211 Southmore Ave., Suite 201, Pasadena, TX 77502.

5.3 Certificates of Insurance shall be delivered to the Pasadena Convention
Center within fifteen (15) days of execution of the Agreement.

a. Liability insurance coverage shall be considered as primary and
not as excess insurance. The policies must be effective prior to the
commencement of work and must remain in force until the
termination of work under this contract. In the event of non-
coverage for any reason, all work under the contract
shall cease and shall not resume until coverage has been restored.

b. If at any time during the term of this contract, or any extension
thereof, any required policies of insurance should expire, or are
canceled, it will be the responsibility of the Concessionaire/Caterer
to furnish the Pasadena Convention Center with a Certificate of
Insurance indicating renewal or an acceptable replacement of the
expiring policy prior to the expiration of cancellation dates so that
there will be no lapse in any coverage.

5.4 **Comprehensive General Liability**

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<tr>
<td>$2,000,000 Products/Completed Operations/OSH Agency</td>
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<tr>
<td>$1,000,000 Personal &amp; Advertising Injury</td>
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<td>$1,000,000 Each Occurrence</td>
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Worker’s Compensation and Employers Liability

Minimum Limits of Liability
Statutory Worker’s Compensation
$100,000 Each Person
$100,000 Each Person by Disease
$500,000 Policy Limit - Disease

5.6 Liquor Liability

Minimum Limits of Liability
$1,000,000 Bodily Injury, Each Occurrence or Claim
$1,000,000 Injury to means of support of any one person
$1,000,000 Injury to property of any one person

5.7 Automobile Liability

Minimum Limit of Liability
$1,000,000 Bodily Injury and Property Damage (Combined Single Limit)

5.8 Hold Harmless and Indemnification

RELEASE AND INDEMNITY.

CONCESSIONAIRE/CATERER, BLACK-EYED PEA, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNES HEREBY AGREES TO ASSUME ALL RISK OF LOSS AND TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, RELEASE, RELINQUISH, AND DISCHARGE AND HOLD HARMLESS, THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNES, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION, FINES OR JUDGMENTS, INCLUDING ATTORNEY’S FEES, WITNESSES’ FEES, AND EXPENSES INCIDENT THERETO, FOR INJURIES TO PERSONS, DAMAGE OR DESTRUCTION OF PROPERTY (INCLUDING PROPERTY OF THE CITY OF PASADENA) RESULTING FROM THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF THE CONCESSIONAIRE/CATERER FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED DURING THE TERM OF THIS AGREEMENT, ARISING OUT OF OR INCIDENT TO OR RESULTING FROM THIS AGREEMENT IN ANY MANNER WHETHER BY PROXIMATE OR REMOTE CAUSE, WHETHER DIRECTLY OR INDIRECTLY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE, MISCONDUCT, PERFORMANCE OR FAILURE TO PERFORM, OR CONNECTED IN ANY OTHER WAY TO THIS AGREEMENT EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER LEGAL FAULT OF THE CONCESSIONAIRE/CATERER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, PATRONS, GUESTS, LICENCEES OR
INVITEES OR ANY OTHER PERSON ENTERING UPON THE PREMISES WITH THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF THE CONCESSIONAIRE/CATERER, THE PASADENA CONVENTION CENTER, OR THE CITY OF PASADENA. SUCH INDEMNIFICATION OF THE CITY BY CONCESSIONAIRE/CATERER SHALL BE EFFECTIVE UNLESS THE DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF PASADENA, ITS OFFICERS, AGENTS, OR EMPLOYEES. CONCESSIONAIRE/CATERER COVENANTS AND AGREES THAT IN THE EVENT THE CITY SHALL BE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST THE CONCESSIONAIRE/CATERER OR RELATING TO THIS AGREEMENT IN ANY MANNER DURING THE TERMS OF THE AGREEMENTS OR ARISING OUT OF OR INCIDENT TO THIS AGREEMENT, THEN CONCESSIONAIRE/CATERER SHALL AND WILL PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, INCURRED BY OR IMPOSED UPON THE CITY BY VIRTUE OF ANY SUCH LITIGATION. CONCESSIONAIRE/CATERER SHALL REQUIRE ALL OF ITS CONTRACTORS OR SUBCONTRACTORS TO INCLUDE IN THEIR CONTRACTS, A RELEASE AND INDEMNITY AGREEMENT IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

6. LICENSING AND TAXES

6.1 Concessionaire/Caterer shall, within (10) days of selection, file for any and all applications necessary for liquor licenses, and any other licenses necessary for the vendor's operations and shall obtain such liquor licenses and any other licenses subject to the Laws of the State of Texas.

6.2 The City of Pasadena reserves the right to defer execution of Agreement until all necessary licenses are obtained. Failure to obtain such licenses within 45 days from date of selection shall be grounds for rejection of bid.

6.3 Concessionaire/Caterer shall be responsible for paying all applicable taxes associated with the conduct of business.

7. CONTRACT PERIOD AND PAYMENT TERMS

7.1 This contract will commence upon the award by City Council of the City of Pasadena and will expire five (5) years from that date. All commissions must be firm during the contract.

7.2 Renewal Options: Upon mutual agreement between the City of Pasadena and the Concessionaire/Caterer, before the expiration date of the contract, this contract may be renewed for one additional two (2) year term. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless noted and agreed to, by both parties in writing.

7.3 The City of Pasadena may terminate this contract at any time for default by Concessionaire/Caterer with any of the terms of this agreement. Default includes but is not limited to the following: The City of Pasadena reserves the right to
terminate this agreement and cancel and discontinue service with a thirty (30) day written notice as a result of the failure of the Concessionaire/Caterer to provide acceptable reports and services as delineated in the response to this document or if determined that services can better be provided by other sources. Failure to provide any food and beverage service as required under the terms of this contract agreement will be considered a breach of contract and the Concessionaire/Caterer will be considered in default of the contract agreement.

7.4 The Concessionaire/Caterer shall have the exclusive right to operate food service areas, bars, fixed and mobile concession stands, banquet areas, meeting rooms in the Pasadena Convention Center only, except if otherwise noted. Failure to provide any food and beverage service as required under the terms of the contract agreement will be considered a breach of contract and the Concessionaire/Caterer will be considered in default of the contract agreement.

7.5 Financial Objectives of the Pasadena Convention Center, Commission Guidelines and Incentives.

a. Concessionaire/Caterer shall pay the City of Pasadena commissions on gross revenues the Concessionaire/Caterer receives for food and beverage concessions as follows:
   · Sale of Concessions 25%
   · Catered Events 15%
   · Sale of Alcoholic Beverages 25%

b. Concessionaire/Caterer shall pay the City of Pasadena the specified percentages of the gross sale comprising of the previous month’s business, on or before the 15th day of each succeeding calendar month. A report reflecting the gross sales and commission percentages of each event shall be submitted each month.

c. All payments due to the City of Pasadena shall be presented to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas 77507. Payments shall be accompanied by the monthly report and detailed receipts.

d. SALES TAX: The Concessionaire/Caterer shall be liable for the prevailing State of Texas Sales and Use Tax (currently at the rate of 8.25%) on the amounts payable to the City.

7.6 Notwithstanding any other provision in this agreement to the contrary, the City shall have the right to unilaterally terminate this agreement at any time without cause upon thirty days (30) written notice to Concessionaire/Caterer.

8. MINIMUM FIRM QUALIFICATIONS: This section lists the criteria needed by Concessionaire/Caterer to provide the services and/or products specified.

8.1 Concessionaire/Caterer must be certified/licensed for the types of services specified and be able to provide copies of applicable certifications of licenses.
8.2 Concessionaire/Caterer has management experience and the ability to serve quality food and beverages at the Pasadena Convention Center.

8.3 Concessionaire/Caterer must acquire all required permits and coordinate with necessary approving/monitoring agencies, such as the ability to procure the appropriate alcoholic beverage license/permit for the service of malt beverages, wine, and mixed drinks at its own expense. Said license shall be held in the Convention Center lobby and the Kitchen cooler only or a picnic license may be used.

9. **MANDATORY REQUIREMENTS OF THE CONCESSIONAIRE**

9.1 The Concessionaire/Caterer shall prominently post a product sign board of all articles for sale and the price of each article in and around each concession stand. The size, prominence, and location of such boards shall be with the approval of the Director.

9.2 The Director shall notify the Concessionaire/Caterer if moving vendors are not to be used for certain events; this notice must be in writing and Concessionaire/Caterer agrees to comply.

9.3 The Concessionaire/Caterer understands that the City of Pasadena reserves the right to sell advertising and sponsorship packages. The City of Pasadena maintains the final right of approval of Concessionaire/Caterer supplies; however, all approved suppliers must provide competitive products, quality, service and prices. The Concessionaire/Caterer retains no advertising rights or approvals within the Contract Agreement.

9.4 The Concessionaire/Caterer agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

9.5 The Concessionaire/Caterer agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sub-lessee or sub-Concessionaire of sub-Caterer. Any attempt without the prior written consent of the City of Pasadena shall be void and shall, at the option of the City of Pasadena, be deemed sufficient grounds for the cancellation of the contract.

9.6 The Concessionaire/Caterer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, including but not limited to the applicable sections of the following laws, acts, and regulations:

- The Food and Drug Act
- Applicable Meat Inspection Regulations
- The Humane Slaughter of Animals Act and Humane Slaughter Regulations
- The Official Methods of Analysis and Association of Official Analytical Chemists
The Concessionaire/Caterer shall sell those products, commodities and articles normally found in operations of this type. The City of Pasadena may require the Concessionaire/Caterer to sell items, which, in the City of Pasadena’s discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities, or articles, which the Convention Center Director deems to be not in the best interest of the operation of the food service.

The Concessionaire/Caterer understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Convention Center, shall be at the discretion and approval of the Convention Center Director. The Concessionaire/Caterer must provide a choice of uniform styles and availability at the Convention Center’s request. The Director will provide the graphic standards to be followed in this design. The Director will consider the Concessionaire/Caterer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Concessionaire/Caterer’s sole responsibility notwithstanding the fact that the Director shall have the right to comment on and where necessary, cause Concessionaire/Caterer to insure that all employees meet minimum hygiene and appearance standards.

The Concessionaire/Caterer will employ enough vendors to guarantee sufficient sales and service to all patrons.

The Concessionaire/Caterer understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity, and price agreed to between the Director and Concessionaire/Caterer. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the Director.

The Concessionaire/Caterer understands that the Director will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed 20% of the retail sales price.

The Concessionaire/Caterer agrees to keep neat, clean and in good sanitary condition all premises, equipment and the surrounding areas used by Concessionaire/Caterer during the term of this contract and to abide by all regulations of the City of Pasadena Health Department. All refuse and waste material created by Concessionaire/Caterer shall be promptly disposed of by Concessionaire/Caterer daily by placing it in the appropriate City of Pasadena owned receptacles. Such refuse and waste material is to be construed to mean containers, wrappers, napkins and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles. Concessionaire/Caterer will also be responsible for
proper grease disposal as well as the cleaning out of the grease trap located in the back of the building outside of the kitchen.

9.13 The Concessionaire/Caterer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.

9.14 The Concessionaire/Caterer shall select, employ, train, furnish, and deploy employees who are proficient, productive, and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Concessionaire/Caterer shall also provide adequately trained relief personnel in the event of absences by primary staff.

9.15 The Concessionaire/Caterer must conduct regularly scheduled training classes for all employees and management throughout the term of the agreement. At a minimum such training will consist of Customer Service, Alcohol Awareness, Positional Skills Training including, but not limited to, bartending and service techniques, in-stand hawking requirements, and food/wine service techniques.

9.16 The Concessionaire/Caterer understands that if, at any time, the Convention Center Director finds that the Concessionaire/Caterer’s manager or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by the City of Pasadena to the Concessionaire/Caterer, the Concessionaire/Caterer shall, within thirty (30) days, unless specifically extended in writing by the Convention Center Director, replace him/her with one who is satisfactory to the Convention Center Director. At any time if the Concessionaire/Caterer’s manager desires to leave the Convention Center, Concessionaire/Caterer’s current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

9.17 The City of Pasadena requires that all Concessionaire/Caterer’s employees engaged in the preparing, handling, serving and storing of food, meet and comply with all Federal, State, and Local Health Department Requirements.

9.18 It is understood that the Concessionaire/Caterer must provide printed menus, appropriate sales tools, and collateral material approved by the Convention Center Director. The Convention Center Director may request custom printed cups, napkins, and other food service products.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below written.

Date

PHIL ANWALD, Secretary/Treasurer
BLACK-EYED PEA
CONCESSIONAIRE/CATERER

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS
1. **INTRODUCTION**

The City of Pasadena hereby solicits sealed written proposal for Professional Catering and Concession Services to manage and operate the concession and catering services at the Pasadena Convention Center in accordance with the terms and conditions, specifications and service concepts outlined in this Request for Proposal (RFP).

The primary objective of this Request for Proposal is to secure a qualified contractor that provides quality catering and concession services that will appeal to the patrons attending the Pasadena Convention Center events.

In 2010, the Pasadena Convention Center and Municipal Fairgrounds hosted the following events that required catering and/or concession services:

- **Main Hall**
  - 33 concession events, including Business Expositions, Cheerleading competitions and Gun Shows
  - 38 catered events, including banquets, luncheons and fundraisers

- **Campbell Hall**
  - 6 concession events, including Reptile Show and Motorcycle Swap Meet
  - 13 catered events, including birthday parties and fundraisers

(San Jacinto Day Foundation (Strawberry Festival) and Pasadena Livestock Show and Rodeo are tenants of the Convention Center and Municipal Fairgrounds, and adjustments to the contract will need to be made accordingly for their two annual events.)

**Proposers shall not submit proposals for catering or concessions only, proposal must be to provide services for both areas.**

2. **SCOPE OF SERVICES**

The successful proposer will provide the following:

- Provide all food and beverage, including beer, wine and alcohol at the most favorable rates
- **2.1.** Responsible for all permits, licensing, and insurance
- **2.2.** Provide sufficient staff for events, including a designated event representative assigned to manage each event
- **2.3.** All equipment with which to serve, transport and keep food at proper health code levels (e.g. small wares, coolers, steam tables, etc)
- **2.4.** Provide professional vending area including equipment, serving area, food, etc.
3. MANDATORY REQUIREMENTS OF THE AWARDED CATERER VENDOR

3.1. The Caterer shall prominently post a product sign board of all articles for sale and the price of each article in and around each concession stand. The size, prominence, and location of such boards shall be with the approval of the General Manager.

3.2. The Caterer understands that the City of Pasadena reserves the right to sell advertising and sponsorship packages. The Pasadena Convention Center maintains the final right of approval of Caterer supplies; however, all approved suppliers must provide competitive products, quality, service, and prices. The Caterer retains no advertising rights or approvals within the Contract Agreement.

3.3. The Caterer agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

3.4. The Caterer agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sublessee or sub Caterer. Any attempt without the prior written consent of City of Pasadena shall be void and shall, at the option of City of Pasadena, be deemed sufficient grounds for the cancellation of this contract. Nothing herein shall prevent Caterer from negotiating with local franchises to serve name brand food(s) such as, but not limited to, “Pizza Hut” pizza or others at concession areas at a different percentage rate than other food items as agreed upon between Caterer and City of Pasadena.

3.5. The Caterer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:

3.5.1. The Food and Drug Act
3.5.2. Applicable Meat Inspection Regulations
3.5.3. The Humane Slaughter of Animals Act and Humane Slaughter Regulations
3.5.4. The Official Methods of Analysis and Association of Official Analytical Chemist
3.5.5. The Federal Department of Agriculture-Products Regulations
3.5.6. The Fish Inspection Act and Regulations
3.5.7. Meat and Canned Foods Act
3.5.8. Fresh and Processed Fruit and Vegetable Regulations
3.5.9. The U.S. Grain Act and Grain Regulations
4. The Caterer shall sell those products, commodities and articles normally found in operations of this type. City Of Pasadena may require the Caterer to sell items, which, in City Of Pasadena's discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities or articles, which City Of Pasadena deems to be not in the best interest of the operation of the food services.

5. The Caterer understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color, style and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Center, shall be at the discretion and approval of Pasadena Convention Center. The Caterer must provide a choice of uniform styles and availability at Pasadena Convention Center's request. The Pasadena Convention Center will provide the graphic standards to be followed in this design. Pasadena Convention Center will consider the Caterer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Caterer's sole responsibility notwithstanding the fact Pasadena Convention Center's Designee or his/her designee shall have the right to comment on and where necessary, cause Caterer to insure that all employees meet minimum hygiene and appearance standards.

6. The Caterer understands that it will employ enough vendors to guarantee sufficient sales and service to anticipated attendees.

7. The Caterer understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity and price agreed to between Pasadena Convention Center and Caterer. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the Pasadena Convention Center.

8. The Caterer understands that Pasadena Convention Center will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed 20% of the retail sales price.

9. The Caterer agrees to keep neat, clean and in good sanitary conditions all premises, equipment and the surrounding areas used by Caterer during the term of this contract and to abide by all regulations of the City of Pasadena Health Department. All refuse and water material created by Caterer shall be promptly disposed of by Caterer daily by placing it in the appropriate City of Pasadena owned receptacles. Such refuse and waste material is not to be construed to mean containers, wrappers, napkins, and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles.

10. The Caterer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.

11. The Caterer shall handle the setup and take-down of all tables and chairs for catered events, using PCC supplied tables and chairs.
12. The Caterer shall select, employ, train, furnish, and deploy employees who are proficient, productive and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Caterer shall also provide adequately trained relief personnel in the event of absences by primary staff.

13. The Caterer must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. At a minimum, such training will consist of Customer Service, Alcohol Awareness, Positional Skills. Training including, but not limited to, bartending and service techniques, in-stand hawking requirements, and food/wine service techniques.

The Caterer understands that if, at any time, City of Pasadena finds that the Caterer’s event representative assigned to manage each event or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by City of Pasadena to the Caterer, the Caterer shall, within thirty (30) days, unless specifically extended in writing by City of Pasadena, replace him/her with one who is satisfactory to City of Pasadena. At any time if the Caterer’s manager desires to leave the Center, Caterer's current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

The Caterer understands that City of Pasadena requires that all Caterers' employees engaged in the preparing, handling, serving and storing of food, meet State and Local Health Department requirements.

14. It is understood that the Caterer must provide printed menus and appropriate sales tools approved by the City Of Pasadena.

15. The Convention Center kitchen and concession stands are for the exclusive use of the Center. Outside catering from these facilities is prohibited.

16. CONTRACT PERIOD AND PAYMENT TERMS

16.1. This contract will commence upon the award by City Council of the City of Pasadena and will expire five (5) years from that date.

16.2. Renewal Options: Upon mutual agreement between the City of Pasadena and the Caterer, before the expiration date of the contract, this contract may be renewed each year up to three (3) additional one-year periods. Renewal shall be subject to all terms, conditions, requirements and specifications as listed herein, unless noted and agreed to, by both parties in writing.

16.3. The City of Pasadena reserves the right to cancel and discontinue service with a 30 day written notice because of the failure of the Caterer to provide acceptable reports and services as delineated in the response to this document or if determined that services can better be provided by other sources. The City of Pasadena may terminate this contract at any time because of the default of Caterer in complying with its terms.
16.4. Failure to provide any food and beverage service as required under the terms of this contract agreement will be considered a breach of contract and the Caterer will be considered in default of the contract agreement.


16.5.1. Caterer will submit daily sales sheets following each event where services are rendered.

16.5.2. Caterer will pay the City of Pasadena commissions on all revenues the Caterer receives for food and beverage concessions and catering sales.

16.5.3. Caterer will pay the City of Pasadena the specified percentages of the gross sale comprising of the previous month’s business, on or before the 15th day of each succeeding calendar month. A report reflecting the gross sales and commission percentages for each event should be submitted each month.

16.5.4. All payments due to the City of Pasadena should be presented to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas, 77507. Payments should be accompanied by the monthly report and copies of detailed receipts.

16.5.5. SALES TAX: The Caterer shall be liable for the prevailing State of Texas Sales and Use Tax (currently at the rate of 8.25%) and any applicable TABC taxes on the amounts payable to the City.

17. TERMINATION NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.
EXHIBIT B
LIST OF KITCHEN/CONCESSION STAND EQUIPMENT

1. SCOPE OF ITEMS PROVIDED BY THE CITY

To ensure that the specified services meet the requirements of the City of Pasadena, the City will provide / perform / furnish to the Caterer the following:

1.1. Water, heat, gas and electric energy reasonably necessary for the operation of concession stands and cooking facilities, Caterer will utilize prudent energy management to the satisfaction of the City of Pasadena.

1.2. Full commercial kitchen with the following equipment:

- 1 Griddle
- 2 Convection Ovens
- 2 Floor Model Full Pot Fryers
- 1 Gas Range
- 1 Equipment Stand
- 1 Work Table, 72" long
- 2 Hot Food Serving Counters
- 1 Walk-In Cooler
- 1 Walk-In Freezer

1.3. Two concession stands with the following equipment:

- 1 Reach-In Refrigerator
- 2 Hot Dog Steamers
- 1 Popcorn Popper

1.4. A lock for each concession stand. In no event will the City of Pasadena be liable for any loss of merchandise or equipment.

1.5. Disposal of all refuse when placed in the designated receptacles at no charge to Caterer.

1.6. All plumbing and electrical connections needed by Caterer to run efficiently and meet Health Department requirements.
EXHIBIT C
STANDARD INSURANCE CLAUSE

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the City of Pasadena, Texas from and against all losses, claims, damages and expenses, including attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City of Pasadena, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. **Worker’s Compensation Insurance and Employer’s Liability Insurance:** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker’s Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker’s Compensation Insurance for the latter’s employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer’s Liability Insurance similarly to the Contractor.

**Worker’s Compensation - Required Limits:**

Coverage A - Coverage will include statutory requirements
- $100,000 Each Person
- $100,000 Each Person by Disease
- $500,000 Policy Limit - Disease

B. **General Liability Insurance:**

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and the City of Pasadena against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

   Comprehensive General Liability (form CG0001 or equivalent) with limits of:
   - $1,000,000 Each Occurrence
   - $1,000,000 Personal Injury
   - $2,000,000 Products/Completed Operations $2,000,000 General Aggregate

   And:

   1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

   2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

   3. Coverage shall also include Products/Completed Operations
4. The City of Pasadena shall be named as Additional insured (CG2010 or equivalent).

5. The Comprehensive General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG2503 or equivalent).

C. Liquor Liability Insurance: The policies of insurance shall save the City harmless and provide for the defense of the City and protect the City and the Convention Center premises for and against any and all damages, judgments, claims, liens, cost and expenses arising under Texas law or under any other present or future law, statute or ordinance of the City or other governmental authority having jurisdiction at the Convention Center by reason of any storage, sale or use of alcoholic beverages on or from the premises and shall include the following:

Bodily injury or property damage for which any insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;

2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

And shall be in the following limits:

- $1,000,000 Bodily injury, fatal or nonfatal, to any one person and to more than one person arising out of any one incident
- $1,000,000 Injury to means of support of any one person
- $1,000,000 Injury to property of any one person

D. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage 1,000,000 Combined Single Limits

E. Builder's Risk Insurance: (For Building Construction Contracts Only) unless otherwise specified, where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to the City of Pasadena and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with the City of Pasadena by the time work on the building begins and such insurance shall be subjected to the approval of the City of Pasadena.

F. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Texas and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Pasadena.

G. Certificate of Insurance: All Certificates of Insurance shall be filed with the City of Pasadena on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of Pasadena is an additional insured where required. Such certificate
shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City of Pasadena thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to the City of Pasadena as designated and a copy to: Purchasing Department, City of Pasadena, 1211 Southmore Ave., Suite 201, Pasadena, TX 77502
CATERING AGREEMENT

This agreement is by and between Gulf Coast Concessions & Catering, (the Caterer) and the CITY OF PASADENA, a Home Rule municipality of the State of Texas, (the City).

WHEREAS, the City owns and operates certain facilities known as the Pasadena Convention Center; and,

WHEREAS, the City desires to engage Gulf Coast Concessions & Catering to manage and operate food and beverage catering at the Pasadena Convention Center upon the terms and conditions set forth in this agreement, and any additional attachments, exhibits, or addendums incorporated herein, and according to the specifications as set forth in the notice to bidders and bids received pursuant thereto, a copy of which bid is incorporated in the contract for all purposes.

NOW, THEREFORE, in consideration of the premises and of promises exchanged by the parties, it is hereby agreed:

DEFINITIONS

**Agreement** – A binding contract to provide the food and beverage concession and catering services for the Pasadena Convention Center.

**Closed Catering** – Caterer will have catering rights at the Pasadena Convention Center premises, except as herein provided. Sale or rental of catering extras as outlined in Proposal Number 11-004 will be permitted.

**City** – City of Pasadena, Texas.

**Director** – Managing Director of the Pasadena Convention Center.

**Equipment** – All major equipment used in the storage, preparation, cooking, serving, holding and re-washing areas of the catering operations.

**Food Service Facilities** – Those areas used for food storage and preparation within the Convention Center.

**Food and Beverage Service(s)** – Shall mean all food and beverage catering services covered under this Agreement, including food service, alcoholic and non-alcoholic beverage service.

**Gross Sales** – Total revenues derived from the sale of food and beverages and related revenues less any sales tax levied or imposed.

**Kitchen Privileges** – Full use of kitchen facilities and all equipment.

**Premises** – All inside areas of the Convention Center that are to be used for Catering as approved by the Director.

**Prohibited Items** – such particular products sold by caterer that have been banned, discontinued, or refused by the Director.
**Retail Products** – All non-food items to be sold hereunder, including souvenirs, novelties, gifts, t-shirts and other clothing, programs, records, tapes, cds, newspapers, magazines and other miscellaneous novelties.

**POLICIES**

**Kitchen Privileges** – Caterer shall have kitchen privileges, except as otherwise provided herein.

**License for Alcoholic Beverages** – Caterer shall hold a license in the lobby and kitchen cooler only in the Pasadena Convention Center or a picnic license may be used.

**Prohibited Items** – The Director reserves the right to prohibit the sale of particular food products at designated areas within the Pasadena Convention Center.

1. **SCOPE OF ITEMS PROVIDED BY THE CENTER**

To ensure that the specified services meet the requirements of the City of Pasadena, the City will provide/perform/furnish to the Caterer the following during the event:

1.1 Water, heat, gas, and electric energy reasonable and necessary for the operation of cooking facilities. Caterer will utilize prudent energy management to the satisfaction of the City of Pasadena.

1.2 Disposal of all refuse reasonable and necessary to the catering operation when placed in the designated receptacles at no charge to Caterer.

2. **SCOPE OF WORK**

2.1 **Description of Food and Beverage Catering Service**: Caterer will be granted the right and privilege to catering for events booked at the Pasadena Convention Center and the surrounding fairground area. Clients booking the convention center, grounds or arena will be required to select from the list of preferred caterers for all catering needs. Exceptions include but are not limited to the following:

- This does not include novelty sales. The City reserves the right to allow lessees of the facility to give away food or drinks being advertised, demonstrated, or inherently promoted in conjunction with such events.
- Pasadena Livestock Show and Rodeo
- San Jacinto Day Foundation (Strawberry Festival)
- Events booked (deposit received) prior to the issuance of this contract
- No off-site or subcontracting of sales by Caterer are permitted without the written permission of the Director.
- All City and/or City Sponsored Catering events
- Pasadena Chamber of Commerce Taste of the Town
- Hosts Breakfast
- Any ‘Cook Off’ events
- Additional exemptions shall be granted by written notice to Caterer by the Director within 30 days.
This also gives these events exclusive kitchen privileges during their event.

2.2 **Experience.** Caterer shall show a verifiable history of prior experience in the management and operation of food and beverage catering.

2.3 The project Bid and Specifications is attached hereto as Exhibit A and made a part hereof. The terms of this agreement shall control in the event of conflict with such project Bid and Specifications.

3. **FINANCIAL STRENGTH - During the entire course of this agreement:**

3.1 Caterer must have resources that are adequate to insure the full and proper performance of the awarded contract and the ability to begin the operations immediately upon the commencement of the Agreement.

3.2 Caterer must have financial capability to perform the Agreement.

4. **OPERATIONAL PLAN**

4.1 **Management:** Caterer shall have a designated event representative assigned to manage each event at the Convention Center. (SEE EXHIBIT A – BID SPECIFICATIONS, provided to Director).

4.2 **Quality and Value of Service.**

   a. Caterer shall provide a high standard of service and value to the guests patronizing the Convention Center.

   b. At all times, a sufficient number of employees shall be on staff to serve the guests promptly, efficiently, and in a courteous manner.

   c. At least one employee fully qualified and experienced in public food service functions must be on duty at each catered event until the catering part of the event is over.

   d. Caterer shall provide and maintain all employees in clean and neat uniforms satisfactory to and approved by the Convention Center’s Director.

   e. Caterer’s services shall be of the highest quality attainable.

   f. Caterer shall keep all food and beverage service areas clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations, to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

4.3 **Operation:** Caterer shall have an operating plan provided to the Director for the food and beverage operations at the Convention Center (SEE EXHIBIT A – BID SPECIFICATIONS).

4.4 **Operating and Management Policies:**
Caterer must provide regularly scheduled training programs such as, but not limited to: Alcohol Awareness, i.e., Training for Intervention Procedures for Services of Alcohol ("TIPS"), "TEAMS training programs, systems and philosophy.

4.5 **Menu and Pricing Plan:**

a. Caterer shall provide to the Director sample menus for catering.

b. The Caterer is not limited to the sale of these items only, however, each additional item offered for sale and the price, thereof, must be in accordance with sample menu options and pricing.

4.6 The Caterer will be responsible for all equipment, appliances and small wares necessary to operate a first class catering operation to accommodate any event at the Pasadena Convention Center.

The City of Pasadena will provide only currently available kitchen equipment, storage, permanent concession stands and the office/storage room located in the kitchen to the Caterer, as listed on Exhibit B. These areas will be available to the Caterer except or as otherwise provided herein. Any upgrades to the kitchen or office area, or equipment shall be the sole responsibility of the Caterer. Proposed plans and costs for upgrades shall be submitted with a proposal and will be considered in the evaluation of the proposal. All such equipment and facilities must be approved by the Convention Center Director. All maintenance and repairs to equipment and said spaces will be the responsibility of the Caterer. All equipment and spaces shall be currently maintained to the satisfaction of the City. At the end of the term of this agreement, Caterer shall surrender possession of all space, improvements and original equipment and the same shall become property of the City. Caterer shall not remove any article or piece of equipment without express written permission of the Director of the Pasadena Convention Center.

4.7 **Parking Rights:** The parking revenues are reserved by the City of Pasadena and are not a part of this agreement.

5. **INSURANCE REQUIREMENTS:** The following insurance coverage is required during the term of the Agreement and renewal or extension thereof.

5.1 The Caterer shall secure and maintain insurance in force throughout the duration of the contract as outlined in Exhibit C, STANDARD INSURANCE CLAUSE FOR ALL CITY CONTRACTS.

5.2 The City of Pasadena shall be named as additional insured and the insurance policy should include a provision prohibiting cancellation, non-renewal, or any material reduction of insurance coverage of said policy except upon thirty (30) days prior written notice by registered mail to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas 77507, ATTENTION: Director, with a copy to Purchasing Department, City of Pasadena, 1211 Southmore Ave., Suite 201, Pasadena, TX 77502.

5.3 Certificates of Insurance shall be delivered to the Pasadena Convention Center within fifteen (15) days of execution of the Agreement.
a. Liability insurance coverage shall be considered as primary and not as excess insurance. The policies must be effective prior to the commencement of work and must remain in force until the termination of work under this contract. In the event of non-coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

b. If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Caterer to furnish the Pasadena Convention Center with a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration of cancellation dates so that there will be no lapse in any coverage.

5.4 Comprehensive General Liability

**Minimum Limits of Liability**

- **$2,000,000** General Aggregate
- **$2,000,000** Products/Completed Operations/OSH Agency
- **$1,000,000** Personal & Advertising Injury
- **$1,000,000** Each Occurrence

5.5 Worker's Compensation and Employers Liability

**Minimum Limits of Liability**

- **Statutory Worker's Compensation**
  - $100,000 Each Person
  - $100,000 Each Person by Disease
  - $500,000 Policy Limit - Disease

5.6 Liquor Liability

**Minimum Limits of Liability**

- **$1,000,000** Bodily Injury, Each Occurrence or Claim
- **$1,000,000** Injury to means of support of any one person
- **$1,000,000** Injury to property of any one person

5.7 Automobile Liability

**Minimum Limit of Liability**

- **$1,000,000** Bodily Injury and Property Damage (Combined Single Limit)

5.8 Hold Harmless and Indemnification

**RELEASE AND INDEMNITY.**

CATERER GULF COAST CONCESSIONS AND CATERING, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY AGREES TO ASSUME ALL RISK OF LOSS AND TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, RELEASE, RELINQUISH, AND DISCHARGE AND HOLD HARMLESS, THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES,
AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION, FINES OR JUDGMENTS, INCLUDING ATTORNEY’S FEES, WITNESSES’ FEES, AND EXPENSES INCIDENT THERETO, FOR INJURIES TO PERSONS, DAMAGE OR DESTRUCTION OF PROPERTY (INCLUDING PROPERTY OF THE CITY OF PASADENA) RESULTING FROM THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF THE CATERER FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED DURING THE TERM OF THIS AGREEMENT, ARISING OUT OF OR INCIDENT TO OR RESULTING FROM THIS AGREEMENT IN ANY MANNER WHETHER BY PROXIMATE OR REMOTE CAUSE, WHETHER DIRECTLY OR INDIRECTLY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE, MISCONDUCT, PERFORMANCE OR FAILURE TO PERFORM, OR CONNECTED IN ANY OTHER WAY TO THIS AGREEMENT EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER LEGAL FAULT OF THE CATERER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, PATRONS, GUESTS, LICENCEES OR INVITEES OR ANY OTHER PERSON ENTERING UP ON THE PREMISES WITH THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF THE CATERER, THE PASADENA CONVENTION CENTER, OR THE CITY OF PASADENA. SUCH INDEMNIFICATION OF THE CITY BY CATERER SHALL BE EFFECTIVE UNLESS THE DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF PASADENA, ITS OFFICERS, AGENTS, OR EMPLOYEES. CATERER COVENANTS AND AGREES THAT IN THE EVENT THE CITY SHALL BE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST THE CATERER OR RELATING TO THIS AGREEMENT IN ANY MANNER DURING THE TERMS OF THE AGREEMENTS OR ARISING OUT OF OR INCIDENT TO THIS AGREEMENT, THEN CATERER SHALL AND WILL PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS, INCURRED BY OR IMPOSED UPON THE CITY BY VIRTUE OF ANY SUCH LITIGATION. CATERER SHALL REQUIRE ALL OF ITS CONTRACTORS OR SUBCONTRACTORS TO INCLUDE IN THEIR CONTRACTS, A RELEASE AND INDEMNITY AGREEMENT IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

6. LICENSING AND TAXES

6.1 Caterer shall, within (10) days of selection, file for any and all applications necessary for liquor licenses, and any other licenses necessary for the vendor’s operations and shall obtain such liquor licenses and any other licenses subject to the Laws of the State of Texas.

6.2 The City of Pasadena reserves the right to defer execution of Agreement until all necessary licenses are obtained. Failure to obtain such licenses within 45 days from date of selection shall be grounds for rejection of bid.
6.3 Caterer shall be responsible for paying all applicable taxes associated with the conduct of business.

7. CONTRACT PERIOD AND PAYMENT TERMS

7.1 This contract will commence upon the award by City Council of the City of Pasadena and will expire five (5) years from that date. All commissions must be firm during the contract.

7.2 Renewal Options: Upon mutual agreement between the City of Pasadena and the Caterer, before the expiration date of the contract, this contract may be renewed for one additional two (2) year term. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless noted and agreed to, by both parties in writing.

7.3 The City of Pasadena may terminate this contract at any time for default by Caterer with any of the terms of this agreement. Default includes but is not limited to the following: The City of Pasadena reserves the right to terminate this agreement and cancel and discontinue service with a thirty (30) day written notice as a result of the failure of the Caterer to provide acceptable reports and services as delineated in the response to this document or if determined that services can better be provided by other sources. Failure to provide any food and beverage service as required under the terms of this agreement will be considered a breach of contract and the Caterer will be considered in default of the agreement.

7.4 The Caterer shall have the right to operate food service areas, bars, banquet areas, and meeting rooms in the Pasadena Convention Center only, except if otherwise noted. Failure to provide any food and beverage service as required under the terms of the agreement will be considered a breach of contract and the Caterer will be considered in default of the agreement.

7.5 Financial Objectives of the Pasadena Convention Center, Commission Guidelines and Incentives.

a. Caterer shall pay the City of Pasadena commissions on gross revenues the Caterer receives as follows:
   - Sale of Alcoholic Beverages 20%
   - Catering 15%

b. Caterer shall pay the City of Pasadena the specified percentages of the gross sale comprising the previous month’s business, on or before the 15th day of each succeeding calendar month. A report reflecting the gross sales and commission percentages of each event shall be submitted each month.

c. All payments due to the City of Pasadena shall be presented to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas 77507. Payments shall be accompanied by the monthly report and detailed receipts.
d. Sales Tax: Caterer shall be liable for the prevailing State of Texas Sales and Use Tax (currently at the rate of 8.25%) on the amounts payable to the City.

7.6 Notwithstanding any other provision in this agreement to the contrary, the City shall have the right to unilaterally terminate this agreement at any time without cause upon thirty days (30) written notice to Caterer.

8. **Minimum Firm Qualifications:** This section lists the criteria needed by Caterer to provide the services and/or products specified.

8.1. Caterer must be certified/licensed for the types of services specified and be able to provide copies of applicable certifications of licenses.

8.2. Caterer has management experience and the ability to serve quality food and beverages at the Pasadena Convention Center.

8.3. Caterer must acquire all required permits and coordinate with necessary approving/monitoring agencies, such as the ability to procure the appropriate alcoholic beverage license/permit for the service of malt beverages, wine, and mixed drinks at its own expense. Said license shall be held in the Convention Center lobby and the Kitchen cooler only or a picnic license may be used.

9. **Mandatory Requirements of the Caterer**

9.1 The Director shall notify the Caterer if moving vendors are not to be used for certain events; this notice must be in writing and Caterer agrees to comply.

9.2 The Caterer understands that the City of Pasadena reserves the right to sell advertising and sponsorship packages. The City of Pasadena maintains the final right of approval of Caterer supplies; however, all approved suppliers must provide competitive products, quality, service and prices. The Caterer retains no advertising rights or approvals within the Agreement.

9.3 The Caterer agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

9.4 The Caterer agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sublessee or sub-Caterer. Any attempt without the prior written consent of the City of Pasadena shall be void and shall, at the option of the City of Pasadena, be deemed sufficient grounds for the cancellation of the contract.

9.5 The Caterer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, including but not limited to the applicable sections of the following laws, acts, and regulations:
a. The Food and Drug Act
b. Applicable Meat Inspection Regulations

c. The Humane Slaughter of Animals Act and Humane Slaughter Regulations
d. The Official Methods of Analysis and Association of Official Analytical Chemists
e. The Federal Department of Agriculture-Products Regulations
f. The Fish Inspection Act and Regulations
g. Meat and Canned Foods Act
h. Fresh and Processed Fruit and Vegetable Regulations
i. The U.S. Grain Act and Grain Regulations

9.6 The Caterer shall sell those products, commodities and articles normally found in operations of this type. The City of Pasadena may require the Caterer to sell items, which, in the City of Pasadena's discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities, or articles, which the Convention Center Director deems to be not in the best interest of the operation of the food service.

9.7 The Caterer understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Convention Center, shall be at the discretion and approval of the Convention Center Director. The Caterer must provide a choice of uniform styles and availability at the Convention Center's request. The Director will provide the graphic standards to be followed in this design. The Director will consider the Caterer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Caterer's sole responsibility notwithstanding the fact that the Director shall have the right to comment on, and where necessary, cause Caterer to insure that all employees meet minimum hygiene and appearance standards.

9.8 Caterer will employ enough vendors to guarantee sufficient sales and service to all patrons.

9.9 Caterer understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity, and price agreed to between the Director and Caterer. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the Director.

9.10 Caterer understands that the Director will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed 20% of the retail sales price.

9.11 Caterer agrees to keep neat, clean and in good sanitary condition all premises, equipment and the surrounding areas used by Caterer during the term of this contract and to abide by all regulations of the City of Pasadena Health Department. All refuse and waste material created by Caterer shall be promptly disposed of by Caterer daily by placing it in the appropriate City of Pasadena owned receptacles. Such refuse and waste material is to be construed to mean containers, wrappers, napkins and the like accepted by the public in the purchase
of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles. Caterer will also be responsible for proper grease disposal as well as the cleaning out of the grease trap located in the back of the building outside of the kitchen.

9.12 Caterer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.

9.13 Caterer shall select, employ, train, furnish, and deploy employees who are proficient, productive, and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Caterer shall also provide adequately trained relief personnel in the event of absences by primary staff.

9.14 Caterer must conduct regularly scheduled training classes for all employees and management throughout the term of the agreement. At a minimum such training will consist of Customer Service, Alcohol Awareness, Positional Skills Training including, but not limited to, bartending and service techniques, in-stand hawking requirements, and food/wine service techniques.

9.15 Caterer understands that if, at any time, the Convention Center Director finds that the Caterer’s manager or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by the City of Pasadena to the Caterer, the Caterer shall, within thirty (30) days, unless specifically extended in writing by the Convention Center Director, replace him/her with one who is satisfactory to the Convention Center Director. At any time if the Caterer’s manager desires to leave the Convention Center, Caterer’s current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

9.16 The City of Pasadena requires that all of Caterer’s employees engaged in the preparing, handling, serving and storing of food, meet and comply with all Federal, State, and Local Health Department Requirements.

9.17 It is understood that the Caterer must provide printed menus, appropriate sales tools, and collateral material approved by the Convention Center Director. The Convention Center Director may request custom printed cups, napkins, and other food service products.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below written.

12/19/11

Date

GULF COAST CONCESSIONS & CATERING
CATERER

JOHNNY ISBELL
MAYOR
OF THE CITY OF PASADENA, TEXAS

LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS
EXHIBIT A
BID SPECIFICATIONS

1. INTRODUCTION

The City of Pasadena hereby solicits sealed written proposal for Professional Catering and Concession Services to manage and operate the concession and catering services at the Pasadena Convention Center in accordance with the terms and conditions, specifications and service concepts outlined in this Request for Proposal (RFP).

The primary objective of this Request for Proposal is to secure a qualified contractor that provides quality catering and concession services that will appeal to the patrons attending the Pasadena Convention Center events.

In 2010, the Pasadena Convention Center and Municipal Fairgrounds hosted the following events that required catering and/or concession services:

Main Hall
33 concession events, including Business Expositions, Cheerleading competitions and Gun Shows
38 catered events, including banquets, luncheons and fundraisers

Campbell Hall
6 concession events, including Reptile Show and Motorcycle Swap Meet
13 catered events, including birthday parties and fundraisers

(San Jacinto Day Foundation (Strawberry Festival) and Pasadena Livestock Show and Rodeo are tenants of the Convention Center and Municipal Fairgrounds, and adjustments to the contract will need to be made accordingly for their two annual events.)

Proposers shall not submit proposals for catering or concessions only; proposal must be to provide services for both areas.

2. SCOPE OF SERVICES

The successful proposer will provide the following:

Provide all food and beverage, including beer, wine and alcohol at the most favorable rates

2.1. Responsible for all permits, licensing, and insurance

2.2. Provide sufficient staff for events, including a designated event representative assigned to manage each event

2.3. All equipment with which to serve, transport and keep food at proper health code levels (e.g. small wares, coolers, steam tables, etc)

2.4. Provide professional vending area including equipment, serving area, food, etc.
3. MANDATORY REQUIREMENTS OF THE AWARDED CATERER VENDOR

3.1. The Caterer shall prominently post a product sign board of all articles for sale and the price of each article in and around each concession stand. The size, prominence, and location of such boards shall be with the approval of the General Manager.

3.2. The Caterer understands that the City of Pasadena reserves the right to sell advertising and sponsorship packages. The Pasadena Convention Center maintains the final right of approval of Caterer supplies; however, all approved suppliers must provide competitive products, quality, service, and prices. The Caterer retains no advertising rights or approvals within the Contract Agreement.

3.3. The Caterer agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

3.4. The Caterer agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sub lessee or sub Caterer. Any attempt without the prior written consent of City of Pasadena shall be void and shall, at the option of City of Pasadena, be deemed sufficient grounds for the cancellation of this contract. Nothing herein shall prevent Caterer from negotiating with local franchises to serve name brand food(s) such as, but not limited to, “Pizza Hut” pizza or others at concession areas at a different percentage rate than other food items as agreed upon between Caterer and City of Pasadena.

3.5. The Caterer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:

3.5.1. The Food and Drug Act
3.5.2. Applicable Meat Inspection Regulations
3.5.3. The Humane Slaughter of Animals Act and Humane Slaughter Regulations
3.5.4. The Official Methods of Analysis and Association of Official Analytical Chemist
3.5.5. The Federal Department of Agriculture-Products Regulations
3.5.6. The Fish Inspection Act and Regulations
3.5.7. Meat and Canned Foods Act
3.5.8. Fresh and Processed Fruit and Vegetable Regulations
3.5.9. The U.S. Grain Act and Grain Regulations
4. The Caterer shall sell those products, commodities and articles normally found in operations of this type. City Of Pasadena may require the Caterer to sell items, which, in City Of Pasadena's discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities or articles, which City Of Pasadena deems to be not in the best interest of the operation of the food services.

5. The Caterer understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color, style and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Center, shall be at the discretion and approval of Pasadena Convention Center. The Caterer must provide a choice of uniform styles and availability at Pasadena Convention Center's request. Pasadena Convention Center will provide the graphic standards to be followed in this design. Pasadena Convention Center will consider the Caterer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Caterer's sole responsibility notwithstanding the fact Pasadena Convention Center's Designee or his/her designee shall have the right to comment on and where necessary, cause Caterer to insure that all employees meet minimum hygiene and appearance standards.

6. The Caterer understands that it will employ enough vendors to guarantee sufficient sales and service to anticipated attendees.

7. The Caterer understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity and price agreed to between Pasadena Convention Center and Caterer. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the Pasadena Convention Center.

8. The Caterer understands that Pasadena Convention Center will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed 20% of the retail sales price.

9. The Caterer agrees to keep neat, clean and in good sanitary conditions all premises, equipment and the surrounding areas used by Caterer during the term of this contract and to abide by all regulations of the City of Pasadena Health Department. All refuse and water material created by Caterer shall be promptly disposed of by Caterer daily by placing it in the appropriate City of Pasadena owned receptacles. Such refuse and waste material is not to be construed to mean containers, wrappers, napkins, and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles.

10. The Caterer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.

11. The Caterer shall handle the setup and take-down of all tables and chairs for catered events, using PCC supplied tables and chairs
12. The Caterer shall select, employ, train, furnish, and deploy employees who are proficient, productive and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Caterer shall also provide adequately trained relief personnel in the event of absences by primary staff.

13. The Caterer must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. At a minimum, such training will consist of Customer Service, Alcohol Awareness, Positional Skills Training including, but not limited to, bartending and service techniques, in-stand hawking requirements, and food/wine service techniques.

The Caterer understands that if, at any time, City of Pasadena finds that the Caterer’s event representative assigned to manage each event or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by City of Pasadena to the Caterer, the Caterer shall, within thirty (30) days, unless specifically extended in writing by City of Pasadena, replace him/her with one who is satisfactory to City of Pasadena. At any time if the Caterer’s manager desires to leave the Center, Caterer’s current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

The Caterer understands that City of Pasadena requires that all Caterers’ employees engaged in the preparing, handling, serving and storing of food, meet State and Local Health Department requirements.

14. It is understood that the Caterer must provide printed menus and appropriate sales tools approved by the City Of Pasadena.

15. The Convention Center kitchen and concession stands are for the exclusive use of the Center. Outside catering from these facilities is prohibited.

16. **CONTRACT PERIOD AND PAYMENT TERMS**

16.1. This contract will commence upon the award by City Council of the City of Pasadena and will expire five (5) years from that date.

16.2. Renewal Options: Upon mutual agreement between the City of Pasadena and the Caterer, before the expiration date of the contract, this contract may be renewed each year up to three (3) additional one-year periods. Renewal shall be subject to all terms, conditions, requirements and specifications as listed herein, unless noted and agreed to, by both parties in writing.

16.3. The City of Pasadena reserves the right to cancel and discontinue service with a 30 day written notice because of the failure of the Caterer to provide acceptable reports and services as delineated in the response to this document or if determined that services can better be provided by other sources. The City of Pasadena may terminate this contract at any time because of the default of Caterer in complying with its terms.
16.4. Failure to provide any food and beverage service as required under the terms of this contract agreement will be considered a breach of contract and the Caterer will be considered in default of the contract agreement.


16.5.1. Caterer will submit daily sales sheets following each event where services are rendered.

16.5.2. Caterer will pay the City of Pasadena commissions on all revenues the Caterer receives for food and beverage concessions and catering sales.

16.5.3. Caterer will pay the City of Pasadena the specified percentages of the gross sale comprising of the previous month's business, on or before the 15th day of each succeeding calendar month. A report reflecting the gross sales and commission percentages for each event should be submitted each month.

16.5.4. All payments due to the City of Pasadena should be presented to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas, 77507. Payments should be accompanied by the monthly report and copies of detailed receipts.

16.5.5. SALES TAX: The Caterer shall be liable for the prevailing State of Texas Sales and Use Tax (currently at the rate of 8.25%) and any applicable TABC taxes on the amounts payable to the City.

17. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.
EXHIBIT B
LIST OF KITCHEN/CONCESSION STAND EQUIPMENT

1. SCOPE OF ITEMS PROVIDED BY THE CITY

To ensure that the specified services meet the requirements of the City of Pasadena, the City will provide / perform / furnish to the Caterer the following:

1.1. Water, heat, gas and electric energy reasonably necessary for the operation of concession stands and cooking facilities, Caterer will utilize prudent energy management to the satisfaction of the City of Pasadena.

1.2. Full commercial kitchen with the following equipment:
   - 1 Griddle
   - 2 Convection Ovens
   - 2 Floor Model Full Pot Fryers
   - 1 Gas Range
   - 1 Equipment Stand
   - 1 Work Table, 72" long
   - 2 Hot Food Serving Counters
   - 1 Walk-In Cooler
   - 1 Walk-In Freezer

1.3. Two concession stands with the following equipment:
   - 1 Reach-In Refrigerator
   - 2 Hot Dog Steamers
   - 1 Popcorn Popper

1.4. A lock for each concession stand. In no event will the City of Pasadena be liable for any loss of merchandise or equipment.

1.5. Disposal of all refuse when placed in the designated receptacles at no charge to Caterer.

1.6. All plumbing and electrical connections needed by Caterer to run efficiently and meet Health Department requirements.
EXHIBIT C
STANDARD INSURANCE CLAUSE

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the City of Pasadena, Texas from and against all losses, claims, damages and expenses, including attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City of Pasadena, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Worker's Compensation -Required Limits:
- Coverage A -Coverage will include statutory requirements
- Coverage B -Employers Liability
  - $100,000 Each Person
  - $100,000 Each Person by Disease
  - $500,000 Policy Limit -Disease

B. General Liability Insurance:

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and the City of Pasadena against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

   Comprehensive General Liability (form CG0001 or equivalent) with limits of:
   - $1,000,000 Each Occurrence
   - $1,000,000 Personal Injury
   - $2,000,000 Products/Completed Operations $2,000,000 General Aggregate

   And:

   1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

   2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

   3. Coverage shall also include Products/Completed Operations
4. The City of Pasadena shall be named as Additional insured (CG2010 or equivalent).

5. The Comprehensive General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG2503 or equivalent).

C. **Liquor Liability Insurance:** The policies of insurance shall save the City harmless and provide for the defense of the City and protect the City and the Convention Center premises for and against any and all damages, judgments, claims, liens, cost and expenses arising under Texas law or under any other present or future law, statute or ordinance of the City or other governmental authority having jurisdiction at the Convention Center by reason of any storage, sale or use of alcoholic beverages on or from the premises and shall include the following:

Bodily injury or property damage for which any insured may be held liable by reason of:

1. Causing of contributing to the intoxication of any person;

2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

And shall be in the following limits:

- $1,000,000 Bodily injury, fatal or nonfatal, to any one person and to more than one person arising out of any one incident
- $1,000,000 Injury to means of support of any one person
- $1,000,000 Injury to property of any one person

D. **Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

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E. **Builder's Risk Insurance:** (For Building Construction Contracts Only) unless otherwise specified, where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to the City of Pasadena and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with the City of Pasadena by the time work on the building begins and such insurance shall be subjected to the approval of the City of Pasadena.

F. **Minimum Scope of Insurance:** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Texas and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Pasadena.

G. **Certificate of Insurance:** All Certificates of Insurance shall be filed with the City of Pasadena on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of Pasadena is an additional insured where required. Such certificate
shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City of Pasadena thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to the City of Pasadena as designated and a copy to: Purchasing Department, City of Pasadena, 1211 Southmore Ave., Suite 201, Pasadena, TX 77502
CATERING AGREEMENT

This agreement is by and between Randy’s Smokehouse & BBQ (the Caterer) and the CITY OF PASADENA, a Home Rule municipality of the State of Texas, (the City).

WHEREAS, the City owns and operates certain facilities known as the Pasadena Convention Center; and,

WHEREAS, the City desires to engage Randy’s Smokehouse & BBQ to manage and operate food and beverage catering at the Pasadena Convention Center upon the terms and conditions set forth in this agreement, and any additional attachments, exhibits, or addendums incorporated herein, and according to the specifications as set forth in the notice to bidders and bids received pursuant thereto, a copy of which bid is incorporated in the contract for all purposes.

NOW, THEREFORE, in consideration of the premises and of promises exchanged by the parties, it is hereby agreed:

DEFINITIONS

**Agreement** – A binding contract to provide the food and beverage concession and catering services for the Pasadena Convention Center.

**Closed Catering** – Caterer will have catering rights at the Pasadena Convention Center premises, except as herein provided. Sale or rental of catering extras as outlined in Proposal Number 11-004 will be permitted.

**City** – City of Pasadena, Texas.

**Director** – Managing Director of the Pasadena Convention Center.

**Equipment** – All major equipment used in the storage, preparation, cooking, serving, holding and re-washing areas of the catering operations.

**Food Service Facilities** – Those areas used for food storage and preparation within the Convention Center.

**Food and Beverage Service(s)** – Shall mean all food and beverage catering services covered under this Agreement, including food service, alcoholic and non-alcoholic beverage service.

**Gross Sales** – Total revenues derived from the sale of food and beverages and related revenues less any sales tax levied or imposed.

**Kitchen Privileges** – Full use of kitchen facilities and all equipment.

**Premises** – All inside areas of the Convention Center that are to be used for Catering as approved by the Director.

**Prohibited Items** – such particular products sold by caterer that have been banned, discontinued, or refused by the Director.
Retail Products – All non-food items to be sold hereunder, including souvenirs, novelties, gifts, t-shirts and other clothing, programs, records, tapes, cds, newspapers, magazines and other miscellaneous novelties.

POLICIES

Kitchen Privileges – Caterer shall have kitchen privileges, except as otherwise provided herein.

License for Alcoholic Beverages – Caterer shall hold a license in the lobby and kitchen cooler only in the Pasadena Convention Center or a picnic license may be used.

Prohibited Items – The Director reserves the right to prohibit the sale of particular food products at designated areas within the Pasadena Convention Center.

1. SCOPE OF ITEMS PROVIDED BY THE CENTER

To ensure that the specified services meet the requirements of the City of Pasadena, the City will provide/perform/furnish to the Caterer the following during the event:

1.1 Water, heat, gas, and electric energy reasonable and necessary for the operation of cooking facilities. Caterer will utilize prudent energy management to the satisfaction of the City of Pasadena.

1.2 Disposal of all refuse reasonable and necessary to the catering operation when placed in the designated receptacles at no charge to Caterer.

2. SCOPE OF WORK

2.1 Description of Food and Beverage Catering Service: Caterer will be granted the right and privilege to catering for events booked at the Pasadena Convention Center and the surrounding fairground area. Clients booking the convention center, grounds or arena will be required to select from the list of preferred caterers for all catering needs. Exceptions include but are not limited to the following:

- This does not include novelty sales. The City reserves the right to allow lessees of the facility to give away food or drinks being advertised, demonstrated, or inherently promoted in conjunction with such events.
- Pasadena Livestock Show and Rodeo
- San Jacinto Day Foundation (Strawberry Festival)
- Events booked (deposit received) prior to the issuance of this contract
- No off-site or subcontracting of sales by Caterer are permitted without the written permission of the Director.
- All City and/or City Sponsored Catering events
- Pasadena Chamber of Commerce Taste of the Town
- Hosts Breakfast
- Any ‘Cook Off’ events
- Additional exemptions shall be granted by written notice to Caterer by the Director within 30 days.
• This also gives these events exclusive kitchen privileges during their event.

2.2 Experience. Caterer shall show a verifiable history of prior experience in the management and operation of food and beverage catering.

2.3 The project Bid and Specifications is attached hereto as Exhibit A and made a part hereof. The terms of this agreement shall control in the event of conflict with such project Bid and Specifications.

3. FINANCIAL STRENGTH - During the entire course of this agreement:

3.1 Caterer must have resources that are adequate to insure the full and proper performance of the awarded contract and the ability to begin the operations immediately upon the commencement of the Agreement.

3.2 Caterer must have financial capability to perform the Agreement.

4. OPERATIONAL PLAN

4.1 Management: Caterer shall have a designated event representative assigned to manage each event at the Convention Center. (SEE EXHIBIT A – BID SPECIFICATIONS, provided to Director).

4.2 Quality and Value of Service.

a. Caterer shall provide a high standard of service and value to the guests patronizing the Convention Center.

b. At all times, a sufficient number of employees shall be on staff to serve the guests promptly, efficiently, and in a courteous manner.

c. At least one employee fully qualified and experienced in public food service functions must be on duty at each catered event until the catering part of the event is over.

d. Caterer shall provide and maintain all employees in clean and neat uniforms satisfactory to and approved by the Convention Center's Director.

e. Caterer's services shall be of the highest quality attainable.

f. Caterer shall keep all food and beverage service areas clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations, to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

4.3 Operation: Caterer shall have an operating plan provided to the Director for the food and beverage operations at the Convention Center (SEE EXHIBIT A – BID SPECIFICATIONS).
4.4 **Operating and Management Policies:**
Caterer must provide regularly scheduled training programs such as, but not limited to: Alcohol Awareness, i.e., Training for Intervention Procedures for Services of Alcohol ("TIPS"), "TEAMS training programs, systems and philosophy.

4.5 **Menu and Pricing Plan:**

a. Caterer shall provide to the Director sample menus for catering.

b. The Caterer is not limited to the sale of these items only, however, each additional item offered for sale and the price, thereof, must be in accordance with sample menu options and pricing.

4.6 **The Caterer will be responsible for all equipment, appliances and small wares necessary to operate a first class catering operation to accommodate any event at the Pasadena Convention Center.**

The City of Pasadena will provide only currently available kitchen equipment, storage, permanent concession stands and the office/storage room located in the kitchen to the Caterer, as listed on Exhibit B. These areas will be available to the Caterer except or as otherwise provided herein. Any upgrades to the kitchen or office area, or equipment shall be the sole responsibility of the Caterer. Proposed plans and costs for upgrades shall be submitted with a proposal and will be considered in the evaluation of the proposal. All such equipment and facilities must be approved by the Convention Center Director. All maintenance and repairs to equipment and said spaces will be the responsibility of the Caterer. All equipment and spaces shall be currently maintained to the satisfaction of the City. At the end of the term of this agreement, Caterer shall surrender possession of all space, improvements and original equipment and the same shall become property of the City. Caterer shall not remove any article or piece of equipment without express written permission of the Director of the Pasadena Convention Center.

4.7 **Parking Rights:** The parking revenues are reserved by the City of Pasadena and are not a part of this agreement.

5. **INSURANCE REQUIREMENTS:** The following insurance coverage is required during the term of the Agreement and renewal or extension thereof.

5.1 The Caterer shall secure and maintain insurance in force throughout the duration of the contract as outlined in Exhibit C, STANDARD INSURANCE CLAUSE FOR ALL CITY CONTRACTS.

5.2 The City of Pasadena shall be named as additional insured and the insurance policy should include a provision prohibiting cancellation, non-renewal, or any material reduction of insurance coverage of said policy except upon thirty (30) days prior written notice by registered mail to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas 77507, ATTENTION: Director, with a copy to Purchasing Department, City of Pasadena, 1211 Southmore Ave., Suite 201, Pasadena, TX 77502.
5.3 Certificates of Insurance shall be delivered to the Pasadena Convention Center within fifteen (15) days of execution of the Agreement.

   a. Liability insurance coverage shall be considered as primary and not as excess insurance. The policies must be effective prior to the commencement of work and must remain in force until the termination of work under this contract. In the event of non-coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

   b. If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Caterer to furnish the Pasadena Convention Center with a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration of cancellation dates so that there will be no lapse in any coverage.

5.4 Comprehensive General Liability

Minimum Limits of Liability

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed O/P</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

5.5 Worker's Compensation and Employers Liability

Minimum Limits of Liability

<table>
<thead>
<tr>
<th>Statutory Worker's Compensation</th>
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<tbody>
<tr>
<td>Each Person</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each Person by Disease</td>
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</tr>
<tr>
<td>Policy Limit - Disease</td>
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5.6 Liquor Liability

Minimum Limits of Liability

<table>
<thead>
<tr>
<th>Bodily Injury, Each Occurrence</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Injury to means of support of any one person</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Injury to property of any one person</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

5.7 Automobile Liability

Minimum Limit of Liability

| Bodily Injury and Property Damage (Combined Single Limit) | $1,000,000 |

5.8 Hold Harmless and Indemnification

RELEASE AND INDEMNITY.

CATERER RANDY'S SMOKEHOUSE & BBQ, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY AGREES TO ASSUME ALL RISK OF LOSS AND TO FULLY AND UNCONDITIONALLY PROTECT,
INDEMNIFY, RELEASE, RELINQUISH, AND DISCHARGE AND HOLD HARMLESS, THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION, FINES OR JUDGMENTS, INCLUDING ATTORNEY’S FEES, WITNESSES’ FEES, AND EXPENSES INCIDENT THERETO, FOR INJURIES TO PERSONS, DAMAGE OR DESTRUCTION OF PROPERTY (INCLUDING PROPERTY OF THE CITY OF PASADENA) RESULTING FROM THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF THE CATERER FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED DURING THE TERM OF THIS AGREEMENT, ARISING OUT OF OR INCIDENT TO OR RESULTING FROM THIS AGREEMENT IN ANY MANNER WHETHER BY PROXIMATE OR REMOTE CAUSE, WHETHER DIRECTLY OR INDIRECTLY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE, MISCONDUCT, PERFORMANCE OR FAILURE TO PERFORM, OR CONNECTED IN ANY OTHER WAY TO THIS AGREEMENT EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER LEGAL FAULT OF THE CATERER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, PATRONS, GUESTS, LICENCEES OR INVITEES OR ANY OTHER PERSON ENTERING UPON THE PREMISES WITH THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF THE CATERER, THE PASADENA CONVENTION CENTER, OR THE CITY OF PASADENA. SUCH INDEMNIFICATION OF THE CITY BY CATERER SHALL BE EFFECTIVE UNLESS THE DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF PASADENA, ITS OFFICERS, AGENTS, OR EMPLOYEES. CATERER COVENANTS AND AGREES THAT IN THE EVENT THE CITY SHALL BE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST THE CATERER OR RELATING TO THIS AGREEMENT IN ANY MANNER DURING THE TERMS OF THE AGREEMENTS OR ARISING OUT OF OR INCIDENT TO THIS AGREEMENT, THEN CATERER SHALL AND WILL PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS, INCURRED BY OR IMPOSED UPON THE CITY BY VIRTUE OF ANY SUCH LITIGATION. CATERER SHALL REQUIRE ALL OF ITS CONTRACTORS OR SUBCONTRACTORS TO INCLUDE IN THEIR CONTRACTS, A RELEASE AND INDEMNITY AGREEMENT IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

6. LICENSING AND TAXES

6.1 Caterer shall, within (10) days of selection, file for any and all applications necessary for liquor licenses, and any other licenses necessary for the vendor’s operations and shall obtain such liquor licenses and any other licenses subject to the Laws of the State of Texas.
6.2 The City of Pasadena reserves the right to defer execution of Agreement until all necessary licenses are obtained. Failure to obtain such licenses within 45 days from date of selection shall be grounds for rejection of bid.

6.3 Caterer shall be responsible for paying all applicable taxes associated with the conduct of business.

7. CONTRACT PERIOD AND PAYMENT TERMS

7.1 This contract will commence upon the award by City Council of the City of Pasadena and will expire five (5) years from that date. All commissions must be firm during the contract.

7.2 Renewal Options: Upon mutual agreement between the City of Pasadena and the Caterer, before the expiration date of the contract, this contract may be renewed for one additional two (2) year term. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless noted and agreed to, by both parties in writing.

7.3 The City of Pasadena may terminate this contract at any time for default by Caterer with any of the terms of this agreement. Default includes but is not limited to the following: The City of Pasadena reserves the right to terminate this agreement and cancel and discontinue service with a thirty (30) day written notice as a result of the failure of the Caterer to provide acceptable reports and services as delineated in the response to this document or if determined that services can better be provided by other sources. Failure to provide any food and beverage service as required under the terms of this agreement will be considered a breach of contract and the Caterer will be considered in default of the agreement.

7.4 The Caterer shall have the right to operate food service areas, bars, banquet areas, and meeting rooms in the Pasadena Convention Center only, except if otherwise noted. Failure to provide any food and beverage service as required under the terms of the agreement will be considered a breach of contract and the Caterer will be considered in default of the agreement.

7.5 Financial Objectives of the Pasadena Convention Center, Commission Guidelines and Incentives.

a. Caterer shall pay the City of Pasadena commissions on gross revenues the Caterer receives as follows: 10% on events less than $5000.00 and 12% on events over $5000.00.

b. Caterer shall pay the City of Pasadena the specified percentages of the gross sale comprising the previous month’s business, on or before the 15th day of each succeeding calendar month. A report reflecting the gross sales and commission percentages of each event shall be submitted each month.

c. All payments due to the City of Pasadena shall be presented to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas.
Payments shall be accompanied by the monthly report and detailed receipts.

d. **SALES TAX:** Caterer shall be liable for the prevailing State of Texas Sales and Use Tax (currently at the rate of 8.25%) on the amounts payable to the City.

7.6 Notwithstanding any other provision in this agreement to the contrary, the City shall have the right to unilaterally terminate this agreement at any time without cause upon thirty days (30) written notice to Caterer.

8. **MINIMUM FIRM QUALIFICATIONS:** This section lists the criteria needed by Caterer to provide the services and/or products specified.

8.1 Caterer must be certified/licensed for the types of services specified and be able to provide copies of applicable certifications of licenses.

8.2 Caterer has management experience and the ability to serve quality food and beverages at the Pasadena Convention Center.

8.3 Caterer must acquire all required permits and coordinate with necessary approving/monitoring agencies, such as the ability to procure the appropriate alcoholic beverage license/permit for the service of malt beverages, wine, and mixed drinks at its own expense. Said license shall be held in the Convention Center lobby and the Kitchen cooler only or a picnic license may be used.

9. **MANDATORY REQUIREMENTS OF THE CATERER**

9.1 The Director shall notify the Caterer if moving vendors are not to be used for certain events; this notice must be in writing and Caterer agrees to comply.

9.2 The Caterer understands that the City of Pasadena reserves the right to sell advertising and sponsorship packages. The City of Pasadena maintains the final right of approval of Caterer supplies; however, all approved suppliers must provide competitive products, quality, service and prices. The Caterer retains no advertising rights or approvals within the Agreement.

9.3 The Caterer agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

9.4 The Caterer agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sub-lessee or sub-Caterer. Any attempt without the prior written consent of the City of Pasadena shall be void and shall, at the option of the City of Pasadena, be deemed sufficient grounds for the cancellation of the contract.
9.5 The Caterer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, including but not limited to the applicable sections of the following laws, acts, and regulations:
   a. The Food and Drug Act
   b. Applicable Meat Inspection Regulations
   c. The Humane Slaughter of Animals Act and Humane Slaughter Regulations
   d. The Official Methods of Analysis and Association of Official Analytical Chemists
   e. The Federal Department of Agriculture-Products Regulations
   f. The Fish Inspection Act and Regulations
   g. Meat and Canned Foods Act
   h. Fresh and Processed Fruit and Vegetable Regulations
   i. The U.S. Grain Act and Grain Regulations

9.6 The Caterer shall sell those products, commodities and articles normally found in operations of this type. The City of Pasadena may require the Caterer to sell items, which, in the City of Pasadena’s discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities, or articles, which the Convention Center Director deems to be not in the best interest of the operation of the food service.

9.7 The Caterer understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Convention Center, shall be at the discretion and approval of the Convention Center Director. The Caterer must provide a choice of uniform styles and availability at the Convention Center’s request. The Director will provide the graphic standards to be followed in this design. The Director will consider the Caterer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Caterer’s sole responsibility notwithstanding the fact that the Director shall have the right to comment on, and where necessary, cause Caterer to insure that all employees meet minimum hygiene and appearance standards.

9.8 Caterer will employ enough vendors to guarantee sufficient sales and service to all patrons.

9.9 Caterer understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity, and price agreed to between the Director and Caterer. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the Director.

9.10 Caterer understands that the Director will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed 20% of the retail sales price.

9.11 Caterer agrees to keep neat, clean and in good sanitary condition all premises, equipment and the surrounding areas used by Caterer during the term of this contract and to abide by all regulations of the City of Pasadena Health.
Department. All refuse and waste material created by Caterer shall be promptly disposed of by Caterer daily by placing it in the appropriate City of Pasadena owned receptacles. Such refuse and waste material is to be construed to mean containers, wrappers, napkins and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles. Caterer will also be responsible for proper grease disposal as well as the cleaning out of the grease trap located in the back of the building outside of the kitchen.

9.12 Caterer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.

9.13 Caterer shall select, employ, train, furnish, and deploy employees who are proficient, productive, and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Caterer shall also provide adequately trained relief personnel in the event of absences by primary staff.

9.14 Caterer must conduct regularly scheduled training classes for all employees and management throughout the term of the agreement. At a minimum such training will consist of Customer Service, Alcohol Awareness, Positional Skills Training including, but not limited to, bartending and service techniques, in-stand hawking requirements, and food/wine service techniques.

9.15 Caterer understands that if, at any time, the Convention Center Director finds that the Caterer's manager or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by the City of Pasadena to the Caterer, the Caterer shall, within thirty (30) days, unless specifically extended in writing by the Convention Center Director, replace him/her with one who is satisfactory to the Convention Center Director. At any time if the Caterer's manager desires to leave the Convention Center, Caterer's current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

9.16 The City of Pasadena requires that all of Caterer’s employees engaged in the preparing, handling, serving and storing of food, meet and comply with all Federal, State, and Local Health Department Requirements.

9.17 It is understood that the Caterer must provide printed menus, appropriate sales tools, and collateral material approved by the Convention Center Director. The Convention Center Director may request custom printed cups, napkins, and other food service products.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below written.

Randy's Smokehouse & BBQ Caterer

Date: 11/28/11

Randy Hudson

Johnny BELL
Mayor
City of Pasadena, Texas

Linda Rorick
City Secretary
City of Pasadena, Texas

Lee Clark
City Attorney
City of Pasadena, Texas
1. INTRODUCTION

The City of Pasadena hereby solicits sealed written proposal for Professional Catering and Concession Services to manage and operate the concession and catering services at the Pasadena Convention Center in accordance with the terms and conditions, specifications and service concepts outlined in this Request for Proposal (RFP).

The primary objective of this Request for Proposal is to secure a qualified contractor that provides quality catering and concession services that will appeal to the patrons attending the Pasadena Convention Center events.

In 2010, the Pasadena Convention Center and Municipal Fairgrounds hosted the following events that required catering and/or concession services:

   Main Hall
   33 concession events, including Business Expositions, Cheerleading competitions and Gun Shows
   38 catered events, including banquets, luncheons and fundraisers

   Campbell Hall
   6 concession events, including Reptile Show and Motorcycle Swap Meet
   13 catered events, including birthday parties and fundraisers

(San Jacinto Day Foundation (Strawberry Festival) and Pasadena Livestock Show and Rodeo are tenants of the Convention Center and Municipal Fairgrounds, and adjustments to the contract will need to be made accordingly for their two annual events.)

Proposers shall not submit proposals for catering or concessions only, proposal must be to provide services for both areas.

2. SCOPE OF SERVICES

The successful proposer will provide the following:

Provide all food and beverage, including beer, wine and alcohol at the most favorable rates

2.1. Responsible for all permits, licensing, and insurance

2.2. Provide sufficient staff for events, including a designated event representative assigned to manage each event

2.3. All equipment with which to serve, transport and keep food at proper health code levels (e.g. small wares, coolers, steam tables, etc)

2.4. Provide professional vending area including equipment, serving area, food, etc.
3. MANDATORY REQUIREMENTS OF THE AWARDED CATERER VENDOR

3.1. The Caterer shall prominently post a product sign board of all articles for sale and the price of each article in and around each concession stand. The size, prominence, and location of such boards shall be with the approval of the General Manager.

3.2. The Caterer understands that the City of Pasadena reserves the right to sell advertising and sponsorship packages. The Pasadena Convention Center maintains the final right of approval of Caterer supplies; however, all approved suppliers must provide competitive products, quality, service, and prices. The Caterer retains no advertising rights or approvals within the Contract Agreement.

3.3. The Caterer agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Pasadena.

3.4. The Caterer agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sublessee or sub Caterer. Any attempt without the prior written consent of City of Pasadena shall be void and shall, at the option of City of Pasadena, be deemed sufficient grounds for the cancellation of this contract. Nothing herein shall prevent Caterer from negotiating with local franchises to serve name brand food(s) such as, but not limited to, “Pizza Hut” pizza or others at concession areas at a different percentage rate than other food items as agreed upon between Caterer and City of Pasadena.

3.5. The Caterer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:

3.5.1. The Food and Drug Act
3.5.2. Applicable Meat Inspection Regulations
3.5.3. The Humane Slaughter of Animals Act and Humane Slaughter Regulations
3.5.4. The Official Methods of Analysis and Association of Official Analytical Chemist
3.5.5. The Federal Department of Agriculture-Products Regulations
3.5.6. The Fish Inspection Act and Regulations
3.5.7. Meat and Canned Foods Act
3.5.8. Fresh and Processed Fruit and Vegetable Regulations
3.5.9. The U.S. Grain Act and Grain Regulations
4. The Caterer shall sell those products, commodities and articles normally found in operations of this type. City Of Pasadena may require the Caterer to sell items, which, in City Of Pasadena's discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities or articles, which City Of Pasadena deems to be not in the best interest of the operation of the food services.

5. The Caterer understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color, style and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Center, shall be at the discretion and approval of Pasadena Convention Center. The Caterer must provide a choice of uniform styles and availability at Pasadena Convention Center's request. The Pasadena Convention Center will provide the graphic standards to be followed in this design. Pasadena Convention Center will consider the Caterer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Caterer's sole responsibility notwithstanding the fact Pasadena Convention Center's Designee or his/her designee shall have the right to comment on and where necessary, cause Caterer to insure that all employees meet minimum hygiene and appearance standards.

6. The Caterer understands that it will employ enough vendors to guarantee sufficient sales and service to anticipated attendees.

7. The Caterer understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity and price agreed to between Pasadena Convention Center and Caterer. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the Pasadena Convention Center.

8. The Caterer understands that Pasadena Convention Center will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed 20% of the retail sales price.

9. The Caterer agrees to keep neat, clean and in good sanitary conditions all premises, equipment and the surrounding areas used by Caterer during the term of this contract and to abide by all regulations of the City of Pasadena Health Department. All refuse and water material created by Caterer shall be promptly disposed of by Caterer daily by placing it in the appropriate City of Pasadena owned receptacles. Such refuse and waste material is not to be construed to mean containers, wrappers, napkins, and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles.

10. The Caterer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.

11. The Caterer shall handle the setup and take-down of all tables and chairs for catered events, using PCC supplied tables and chairs.
12. The Caterer shall select, employ, train, furnish, and deploy employees who are proficient, productive and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Caterer shall also provide adequately trained relief personnel in the event of absences by primary staff.

13. The Caterer must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. At a minimum, such training will consist of Customer Service, Alcohol Awareness, Positional Skills Training including, but not limited to, bartending and service techniques, in-stand hawking requirements, and food/wine service techniques.

The Caterer understands that if, at any time, City of Pasadena finds that the Caterer's event representative assigned to manage each event or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by City of Pasadena to the Caterer, the Caterer shall, within thirty (30) days, unless specifically extended in writing by City of Pasadena, replace him/her with one who is satisfactory to City of Pasadena. At any time if the Caterer's manager desires to leave the Center, Caterer's current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

The Caterer understands that City of Pasadena requires that all Caterers' employees engaged in the preparing, handling, serving and storing of food, meet State and Local Health Department requirements.

14. It is understood that the Caterer must provide printed menus and appropriate sales tools approved by the City Of Pasadena.

15. The Convention Center kitchen and concession stands are for the exclusive use of the Center. Outside catering from these facilities is prohibited.

16. CONTRACT PERIOD AND PAYMENT TERMS

16.1. This contract will commence upon the award by City Council of the City of Pasadena and will expire five (5) years from that date.

16.2. Renewal Options: Upon mutual agreement between the City of Pasadena and the Caterer, before the expiration date of the contract, this contract may be renewed each year up to three (3) additional one-year periods. Renewal shall be subject to all terms, conditions, requirements and specifications as listed herein, unless noted and agreed to, by both parties in writing.

16.3. The City of Pasadena reserves the right to cancel and discontinue service with a 30 day written notice because of the failure of the Caterer to provide acceptable reports and services as delineated in the response to this document or if determined that services can better be provided by other sources. The City of Pasadena may terminate this contract at any time because of the default of Caterer in complying with its terms.
16.4. Failure to provide any food and beverage service as required under the terms of this contract agreement will be considered a breach of contract and the Caterer will be considered in default of the contract agreement.


16.5.1. Caterer will submit daily sales sheets following each event where services are rendered.

16.5.2. Caterer will pay the City of Pasadena commissions on all revenues the Caterer receives for food and beverage concessions and catering sales.

16.5.3. Caterer will pay the City of Pasadena the specified percentages of the gross sale comprising of the previous month’s business, on or before the 15th day of each succeeding calendar month. A report reflecting the gross sales and commission percentages for each event should be submitted each month.

16.5.4. All payments due to the City of Pasadena should be presented to the Pasadena Convention Center, 7902 Fairmont Parkway, Pasadena, Texas, 77507. Payments should be accompanied by the monthly report and copies of detailed receipts.

16.5.5. SALES TAX: The Caterer shall be liable for the prevailing State of Texas Sales and Use Tax (currently at the rate of 8.25%) and any applicable TABC taxes on the amounts payable to the City.

17. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.
EXHIBIT B
LIST OF KITCHEN/CONCESSION STAND EQUIPMENT

1. SCOPE OF ITEMS PROVIDED BY THE CITY

To ensure that the specified services meet the requirements of the City of Pasadena, the City will provide / perform / furnish to the Caterer the following:

1.1. Water, heat, gas and electric energy reasonably necessary for the operation of concession stands and cooking facilities, Caterer will utilize prudent energy management to the satisfaction of the City of Pasadena.

1.2. Full commercial kitchen with the following equipment:
   - 1 Griddle
   - 2 Convection Ovens
   - 2 Floor Model Full Pot Fryers
   - 1 Gas Range
   - 1 Equipment Stand
   - 1 Work Table, 72” long
   - 1 Hot Food Serving Counters
   - 1 Walk-In Cooler
   - 1 Walk-In Freezer

1.3. Two concession stands with the following equipment:
   - 1 Reach-In Refrigerator
   - 2 Hot Dog Steamers
   - 1 Popcorn Popper

1.4. A lock for each concession stand. In no event will the City of Pasadena be liable for any loss of merchandise or equipment.

1.5. Disposal of all refuse when placed in the designated receptacles at no charge to Caterer.

1.6. All plumbing and electrical connections needed by Caterer to run efficiently and meet Health Department requirements.
EXHIBIT C
STANDARD INSURANCE CLAUSE

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the City of Pasadena, Texas from and against all losses, claims, damages and expenses, including attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City of Pasadena, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. **Worker's Compensation Insurance and Employer's Liability Insurance:** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

**Worker's Compensation -Required Limits:**
- **Coverage A -Coverage will include statutory requirements**
- **Coverage B -Employers Liability**
  - $100,000 Each Person
  - $100,000 Each Person by Disease
  - $500,000 Policy Limit -Disease

B. **General Liability Insurance:**

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and the City of Pasadena against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

**Comprehensive General Liability (form CGC0001 or equivalent) with limits of:**
- $1,000,000 Each Occurrence
- $1,000,000 Personal Injury
- $2,000,000 Products/Completed Operations $2,000,000 General Aggregate

And:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
3. Coverage shall also include Products/Completed Operations
4. The City of Pasadena shall be named as Additional insured (CG2010 or equivalent).

5. The Comprehensive General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG2503 or equivalent).

C. **Liquor Liability Insurance:** The policies of insurance shall save the City harmless and provide for the defense of the City and protect the City and the Convention Center premises for and against any and all damages, judgments, claims, liens, cost and expenses arising under Texas law or under any other present or future law, statute or ordinance of the City or other governmental authority having jurisdiction at the Convention Center by reason of any storage, sale or use of alcoholic beverages on or from the premises and shall include the following:

Bodily injury or property damage for which any insured may be held liable by reason of:

1. Causing of contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

And shall be in the following limits:

- $1,000,000 Bodily injury, fatal or nonfatal, to any one person and to more than one person arising out of any one incident
- $1,000,000 Injury to means of support of any one person
- $1,000,000 Injury to property of any one person

D. **Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- Bodily Injury and Property Damage 1,000,000 Combined Single Limits

E. **Builder's Risk Insurance:** (For Building Construction Contracts Only) unless otherwise specified, where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to the City of Pasadena and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with the City of Pasadena by the time work on the building begins and such insurance shall be subjected to the approval of the City of Pasadena.

F. **Minimum Scope of Insurance:** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Texas and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Pasadena.

G. **Certificate of Insurance:** All Certificates of Insurance shall be filed with the City of Pasadena on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of Pasadena is an additional insured where required. Such certificate...
shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City of Pasadena thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to the City of Pasadena as designated and a copy to: Purchasing Department, City of Pasadena, 1211 Southmore Ave., Suite 201, Pasadena, TX 77502