



Travis County Commissioners Court Agenda Request

Meeting Date: June 24, 2014

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Cafeteria and Vending Concession Services, RFS No. S1312-003-LD to Accent Food Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

RFS No. S1312-003-LD was issued on January 17, 2014. One response was received from Accent Food Services on February 10, 2014. Vendors contacted for reason for not responding indicated the size of services needed were not of large enough volume to justify responding.

Facilities Management has reviewed the proposal from Accent Food Services and recommends award. This contract is a revenue generating contract for Cafeteria Services and Vending Machine Service. The commission structure for the contract recommended for action is 17% commission on vending services with a guaranteed minimum yearly amount of \$40,000.00 for the first year. Commission percentage increases to 19% for after the first year. Guaranteed minimum yearly amount increases to \$42,500 in the third and fourth contract extension option years. No commissions are received from cafeteria services.

- **Contract-Related Information:**

Award Amount: N/A, Revenue Generating Contract

Contract Type: Revenue Generating

Contract Period: October 1, 2014 – September 31, 2015.

➤ **Solicitation-Related Information:**

Solicitations Sent: 20

Responses Received: 1

HUB Information:

% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments: Revenue generating contract.



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

Project No: SVCOT- 02-14F-XM

File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: April 17, 2014
SUBJECT: Cafeteria/Vending Machine Services Contract
RFS #S1312-003-LD
Award Recommendation

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Facilities Management Department (FMD) has completed the review the bid received for the Cafeteria/Vending Machine Services Contract. The apparent low bidder is Accent Food Services. Accent Food Services is our current contractor and has been providing acceptable services.

Facilities Management Department recommends award of the Cafeteria/Vending Machines Services contract to Accent Food Services based on the best and final offer received on April 7, 2014. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance in this request is greatly appreciated.

COPY TO:

Leroy Nellis, Acting County Executive, PBO
Lloyd Evans, Maintenance Division Director, FMD
Rony Aouad, Service Contract Manager, FMD
Loren Breland, Purchasing Agent Assistant, Purchasing

CAFETERIA AND VENDING MACHINE CONCESSION SERVICES AGREEMENT

This Contract is for cafeteria and vending machine concession services ("Contract"). It is entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Accent Food Services LLC d/b/a Sawyer Vending Service, a company authorized to do business in Texas ("Contractor").

County requested proposals from qualified companies to procure these services (the "Services") for Travis County's use under RFS# S1312-003-LD and all amendments, modifications and addenda to it (the "RFS"). And Contractor submitted a successful proposal under the RFS (the "Proposal"). As such, in consideration of the mutual covenants set forth in this Contract and for other good and valuable consideration, the parties agree as follows:

1.0 INCORPORATED DOCUMENTS

1.1 The documents enumerated below are integral to and incorporated into this Contract by reference and constitute promised performances by Contractor in accordance with Section 3.0 of this Contract:

- (i) Contractor's emailed Best and Final Offer of 04/01/2014 (the "BAFO")
- (ii) Proposal
- (iii) the RFS

1.2 Order of Precedence. In the event of inconsistency between the documents composing this Contract, or any clauses contained in these documents, the inconsistency will be resolved by giving precedence in the following descending order:

- (i) Sections 1-5 of the Contract
- (ii) BAFO
- (iii) Proposal
- (iv) the RFS

2.0 TERM OF CONTRACT

2.1 Term of Contract. This contract will be for a twelve (12) month period, with four (4) additional one (1) year periods, commencing upon award by the Travis County Commissioners Court, or October 1, 2014, whichever is later (the "Contract Term").

2.2 Option to Extend. County may unilaterally extend this Contract for (i) four (4) additional twelve-month periods and (ii) three (3) additional one-month periods (individually, an "Option to Extend" and collectively, the "Options to

Extend”), and all provisions of this Contract, except for term and price, will remain unchanged and in full force and effect. County will exercise an Option to Extend no sooner than ninety (90) days before expiration of the then-current term. The total term of this Contract, including the Options to Extend, will not exceed sixty-three (63) months. County has the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.

3.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES; IMPLIED SERVICES

- 3.1 Contractor warrants that Contractor has thoroughly examined the general provisions and specific requirements, schedules, instructions and all other Contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding the requirements for materials, equipment and/or services as required by the RFS. Further, Contractor warrants that Contractor is fully satisfied that the RFS specifications accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered prices. There will be no change to the quoted Contract prices based upon Contractor’s misunderstanding or lack of knowledge about the intent of the RFS solicitation.
- 3.2 If any services, functions or responsibilities not specifically described in this Contract are required to perform and provide the Services, they will be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in the Contract, Contractor is responsible for providing the facilities, personnel, and other resources as necessary to provide the Goods and Services.

4.0 CONTRACT ADMINISTRATOR

- 5.1 For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county department named below will act as contract administrator on behalf of Travis County:

Travis County Department of Facilities Management
1010 Lavaca St., Suite 400
Austin, TX 78701

5.0 ENTIRE CONTRACT

5.1 This Contract represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) below. The effective date of this Contract (the "Effective Date") will, for all purposes, be the date of the execution of the last to sign, whether County or Contractor.

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ACCENT FOOD SERVICES, INC:

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

County Attorney

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date: _____