

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

April 8, 2025

Crowned in Pearls, LLC
Attn: Stacy Bernard
3 Circle Way
Lake Jackson, TX 77566
Sent via Email to: crownedinpearls@gmail.com

Re: Award for RFO#25-35 Courthouse Café Operations

Dear Ms. Bernard:

Brazoria County is pleased to inform you that on Tuesday, April 8, 2025, upon final review by the District Attorney's Office, Commissioners Court approved to move forward with entering into a new lease agreement with your company for the operations of the Courthouse Café.

The kickoff meeting will be held on Thursday, April 10, 2025, at 9:00 a.m. in the Courthouse Café. The Facilities Management team will be in attendance to discuss your proposed equipment requests and placement within the café.

During the kickoff meeting we will review the lease agreement, security requirements for employees and deliveries, hours of operation, and a soft opening date.

Our office will follow up with an official award notice once the lease agreement is ready to be signed.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Susan P. Serrano", is written over a faint, larger version of the same signature.

Susan P. Serrano, CPPO, CPPB
Brazoria County Purchasing Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

The District Cafe
Angleton, TX United States

Certificate Number:
2025-1318577

Date Filed:
06/02/2025

Date Acknowledged:
10/21/2025

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

Brazoria County

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

RFO 25-35
Food and Beverages

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

5 Check only if there is NO Interested Party.



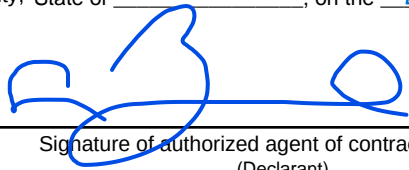
6 UNSWORN DECLARATION

My name is Stacy Bernard, and my date of birth is 05/21/1985.

My address is 237 E.Locust St, Angleton, TX, 77515, US.
(city) (state) (zip code) (country)

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

Executed in Brazoria County, State of Texas, on the 20 day of October, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Stacy Bernard (Person name), the undersigned representative of (Company or Business Name) Me District Cafe (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

10/21/25
DATE


SIGNATURE OF COMPANY REPRESENTATIVE



THE STATE OF TEXAS)(

COUNTY OF BRAZORIA)(

LEASE AGREEMENT

PARTIES: This Lease Agreement made and entered into by and between the County of Brazoria, hereinafter designated Lessor, and CROWNED IN PEARLS LLC, Lessee, whereby Lessor leases unto Lessee the following described property: The enclosed area on the 2nd floor of the Administration Building, located at 237 E. Locust Street in Angleton, Texas, commonly known as the Courthouse Cafe, including all improvements, fixtures, furniture and equipment as shown in Attachment C – Food Service Inventory.

TERM: For a term of twelve (12) months, to begin on **April 22, 2025** and ending on **April 21, 2026**, to be continuously used and occupied during the term of this lease by the Lessee for no other purpose other than a food service operation. This Agreement may be renewed at the joint option of Lessor and Lessee for additional one-year periods on terms and conditions mutually agreeable. Notice of intent to renew by Lessee shall be given in writing to Lessor not later than thirty (30) days before the last day of the term.

RENTAL: Lessee agrees to pay to Lessor at the Treasurer's Office of Lessor in the County wherein the leased property lies, the sum of two hundred (\$200.00) Dollars in advance, on the 1st day of each and every month during the term of this Agreement.

PAYMENT PENALTY: At the option of Lessor, Lessee agrees to pay the sum of five percent (5%) of the monthly rental charge in event the rent is paid more than ten (10) days after same is due.

REPAIRS/EQUIPMENT: Lessee acknowledges that he has fully inspected the demised premises, and on the basis of such inspection, Lessee hereby accepts the demised premises, and the building and improvements situated thereon, as suitable for the purposes for which same are leased, in their present condition, with such changes therein as may be caused by reasonable deterioration between the date hereof and the commencement date of the Lease.

Lessor shall at all times at his sole cost and expense keep the roof, foundation, exterior walls and interior walls (including all windows and doors) of the buildings situated on the demised premises in good repair and conditions, except that Lessee shall repair any damage caused by Lessee's negligence or default hereunder.

In the event that the building situated upon the demised premises should become in need of repair required to be made by the Lessor hereunder, Lessee shall give immediate written notice thereof to Lessor.

- Lessor will repair lighting fixtures as needed.
- Normal under slab plumbing drain stoppages will be the responsibility of the Lessor. Lessee shall **not dispose** of any grease or food waste that may plug drains through the plumbing system drains. Grease must be properly disposed.
- Equipment is offered for use in "as is" condition. Cleaning and maintenance of all equipment shall be the sole responsibility of the Lessee and Lessee will maintain equipment in optimal and sanitary condition. County equipment shall be repaired by the Lessor. Lessee may provide their own equipment if desired, at Lessee's expense. Lessee shall maintain and repair all equipment provided by Lessee at Lessee's expense. All equipment not owned or provided by Lessor shall be reviewed and approved by Brazoria County

Facilities Department to ensure safety as well as proper utilities. Any equipment supplied to Lessee by a third party, through contract, shall be maintained and repaired in accordance with the agreement between the equipment supplier and the Lessee. Any costs associated with the installation, maintenance, repair, lease, purchase, or removal of third party equipment shall be paid by the Lessee.

Lessee shall throughout the term of this lease take good care of the demised premises including the buildings and other improvements located thereon and keep them free from waste or nuisance of any kind. At the end or other termination of this Lease, Lessee shall deliver up the demised premises with all improvements located thereon in good repair and condition, reasonable wear and tear, damage by fire, tornado or other casualty only excepted. Lessor shall provide maintenance and repair on all County owned fixtures, furniture and equipment including vent hood inspections and cleaning.

ASSIGNMENT: The Lessee shall not assign, sublet, mortgage or pledge this Lease, nor let the whole or any part of the demised premises without the Lessor's written consent; nor in any event permit the premises to be occupied for any purpose or business deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in or about the demised premises which will in any way increase the rate of fire insurance on the building or on the property kept therein; and in the event that, by reason of acts of the Lessee, there shall be any increase in the rate of insurance on the building or on the contents thereof, the Lessee hereby agrees to pay such increase.

INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor of and from all fines, suits, claims, demands and actions of any kind by reason of any breach, violation, or non-performance of any condition hereof on the part of the Lessee; the Lessor shall not be liable for any injury of damage to person or property happening in or about the demised premises, and the Lessee agrees to indemnify and save harmless the Lessor from any liability therefor; and the Lessee shall indemnify and hold harmless the Lessor of and from any and all damages or liability for anything arising from or out of the condition of the premises or the occupancy thereof by the Lessee. Lessee shall provide Lessor, upon executing this agreement, a certificate of insurance effective during the term of this agreement, reflecting limits of One Million and No/100 (\$1,000,000.00) Dollars per person and One Million and No/100 (\$1,000,000.00) Dollars for any single occurrence for bodily injury or death and One Million and No/100 (\$1,000,000.00) Dollars for any single occurrence for injury to or destruction of property.

ALTERATIONS: The Lessee shall not make any alterations, additions, or improvements to the demised premises without the prior written consent of the Lessor. All fixtures (including floor coverings), alterations, additions and improvements (except trade fixtures) put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the demised premises as part thereof at the termination of this lease.

ENTRY: The Lessor or his representatives shall have the right to enter the demised premises at all times to inspect and examine the demised premises and to make alterations, changes, or repairs to the demised premises as are herein required or as Lessor may deem necessary for the preservation of the demised premises. Lessee shall not be entitled to any abatement or reduction of rent by reason thereof. During the last thirty (30) days of the term of this lease or any extension thereof, the Lessor shall have the right to show the demised premises to prospective tenants at all reasonable times.

NOTICE: Any demand to be made or notice to be given hereunder shall be made on, or given to the Lessee either per personally, or, at the Lessor's option, by sending a copy of such demand or notice by mail addressed to the Lessee at the demised premises.

WAIVER: No waiver at any time of the right to terminate this Lease shall impair the right of the Lessor to insist upon such termination in the event of subsequent breach or default by Lessee, nor shall the acceptance of rent at any time constitute such waiver of default or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction or use any other legal process to enforce the Lessor's rights.

LIEN: All property of the Lessee now or hereafter placed in or upon the demised premises (except such part of the merchandise that is to be sold from time to time in the ordinary course of trade) is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein. Said lien to be in addition to any cumulative of the Landlord's lien provided by law.

FIRE CLAUSE: In the event that the premises hereby demised, or the building of which the same is a part, shall be partially damaged by fire, the elements, civil disorder, or other casualty, the Lessee shall give immediate notice thereof to the Lessor and the same shall be repaired at the expense of the Lessor without unreasonable delay. Lessee shall receive an abatement of rent proportionate to the damage to the demised premises; and in the event that the damage should be so extensive as to render the demised premises untenable, the rent shall cease until such time as the premises shall again be put into repair, but in the event of the building being damaged by fire or otherwise to such an extent as to render it necessary in the judgment of the Lessor not to rebuild the same (and whether or not the demised premises be affected), then, at the option of the Lessor, and upon notice to the Lessee, and from thenceforth this Lease shall cease and come to an end, and the rent shall be apportioned and paid up to date of such damage. If Lessor elects to rebuild the premises and continue this Lease, Lessor shall notify Lessee of such intention within thirty (30) days of the date of the damage; otherwise, this Lease shall be deemed canceled and of no further force and effect.

DEFAULT: In the event that the Lessee shall default in the prompt payment of rent when the same is due, or shall violate or omit to perform any of the provisions of this Lease herein contained, or in the event that the Lessee shall abandon the business or the premises or leave them vacant, Lessor may, if he so elects, send written notice of such default, violation or omission to the Lessee, by mail or otherwise, at the demised premises, and unless Lessee shall have completely cured or removed said default within ten (10) days after the sending of such notice by Lessor, Lessor may thereupon re-enter the demised premises, by summary proceedings or by force or otherwise without being liable for prosecution therefor, take possession of said premises and remove all persons and property therefrom, and may elect to either cancel this Lease or re-let the premises as agent for the Lessee or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Lessor may put to in entering the letting; and then to the payment of the rent payable under this Lease and the fulfillment of the Lessee's covenants hereunder; the balance (if any) to be paid to the Lessee who shall remain liable for any deficiency.

On any sums due under the terms of this Lease placed in the hands of an attorney after default or collected through any judicial probate or bankruptcy proceedings, Lessee agrees to pay a reasonable attorney's fee, together with all court costs. Past due installment of rent shall bear interest at the rate of eight percent (8%) per annum until paid.

In the event the Lessee shall continue to hold the demised premises, after demand therefor by Lessor, at the termination of this Lease, or for default or breach of this Lease, that the Lessor shall be entitled to institute and maintain a Forcible Entry and Detained suit in the Justice Court and obtain a writ of possession for the demised premises.

BANKRUPTCY: In the event that the Lessee shall become bankrupt, voluntary or involuntary, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver for the Lessee shall be appointed, then, at the option of the Lessor and upon ten (10) days notice to the Lessee or Lessee's representatives, of the exercise of such notice, this Lease shall cease and come to an end.

HOLDING OVER: It is agreed and understood that any holding over by the Lessee of the hereby demised premises at the expiration of this Lease shall operate and be construed as a tenancy from month to month at a rental of one and one-half times the current monthly rental, and Lessee shall be liable to Lessor for all loss and damage on account of any holding over against Lessor's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not.

SEVERABILITY: In the event of litigation on this instrument and should one or more clauses be found invalid, all other provisions of the lease are to stand as written.

BINDING UPON PARTIES: The Covenants and agreements herein contained shall inure to the benefits of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

UTILITIES: Lessor agrees to provide, at his sole expense, water, sewer, electricity, and gas service connections into the demised premises. Trash dumpsters will be provided by Lessor. Lessee shall place all trash in dumpsters. The Lease contains the entire agreement between the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

- The fire alarm system, fire extinguisher and hood system extinguishing system shall be inspected and maintained by the Lessor.
- Required vent hood duct cleaning will be the responsibility of the Lessor.

- All housekeeping and custodial duties will be the responsibility of the Lessee, with the exception of floor finish care in the public area and the lobby side of glass windows and glass door.

By: _____
County Judge Signature

By: L.M. "Matt" Sebesta, Jr.
Printed Name

By: _____
Signature of Contractor

By: Stacy Bernard Operations Manager
Printed Name and Title

EXHIBIT A – REQUIRED DOCUMENTS

*Note: In order to sign the following documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM (insert this document when you create the pdf of the exhibit)

**BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM**

Crowned in Pearls, LLC
LEGAL NAME OF CONTRACTING COMPANY

88-1742976 082813319
FEDERAL I.D. # (Company or Corporation) DUN & BRADSTREET D-U-N-S NUMBER

(979) 487-9955 _____
TELEPHONE NUMBER FACSIMILE NUMBER

Stacy Bernard Operations Manager
CONTACT PERSON TITLE

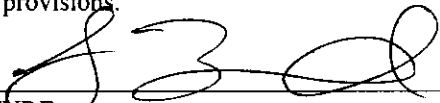
285 Fawn Trail Lake Jackson Tx 77566
COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

3 Circle Way Ste D Lake Jackson Tx 77566
COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

crownedinpearls@gmail.com
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

 02/24/2025
SIGNATURE DATE

"must be authorized to execute on behalf of company"

Stacy Bernard Operations Manager
Typewritten or Printed Name Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Is not excluded from doing business at the federal level.

☒ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name Crowned in Pearls, LLC

Signature of Company Official [Signature] Date 02/24/2005

Company Official (Printed Name) Stacy Bernard

Official's Position Operations Manager

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.


- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #25-35, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.


SIGNATURE

Stacy Bernard
Typewritten or Printed Name

02/24/2025
DATE

Operation Manager
Title


CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Stacy Bernard Operations Manager

Typed Name and Title

Crowned in Pearls, LLC

Applicant / Organization

08/24/2025

Date Signed


INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.


 02/24/2025 Stacy Bernard Operations Manager (979) 487-9955

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <u>A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: <u>A</u> a. bid/offer/application b. initial award c. post-award	Report Type: <u>A</u> a. initial filing b. material change
Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: <i>Crowned Pearls, LLC</i> <i>3 Circle Way</i> <i>Lake Jackson TX 77566</i> Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency: <i>Brazoria County Courthouse</i> <i>Purchasing Department</i>	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known: <i>RFD #25-35</i>	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <i>Bernard, Stacy L</i> <i>285 Fawn Trail</i> <i>Lake Jackson TX 77566</i>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <i>Stacy Bernard</i> Title: <i>Ops Manager</i> Telephone No.: <i>(979) 487-9955</i> Date: <i>02/24/2025</i>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

✓ Company does not have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Stacy Lanette Bernard

Before me, the undersigned authority, on this day personally appeared Stacy Lanette Bernard
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
Crowned in Pearls, LLC ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.

[Signature] Operations Manager

Name

Title

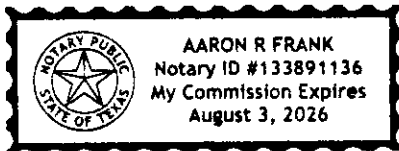
SWORN TO AND SUBSCRIBED BEFORE ME by the said Stacy Lanette Bernard, this 26th day of
February, 20 25, to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for

State of Texas

Printed Name: Aaron Frank

My Commission Expires: August 3, 2026



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**


SIGNATURE

"must be authorized to execute on behalf of company"

02/24/2025
DATE

Stacy Bernard
Typewritten or Printed Name

Operations Manager
Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section 552.301(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section 552.302 does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections 552.301(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section 552.301 regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section 552.371 must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section 552.374(c) applies, a bid for a contract described by Section 552.371 and the contract must include the following statement: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section 552.371 or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section 552.371 shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section 552.374(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section 552.371 if:

(1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section 552.373;

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 9, eff. January 1, 2020.

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principle place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

- B. What is the prescribed amount of percentage? \$ _____ or _____ %

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Crowned in Pearls, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 3 Circle Way Ste D	Requester's name and address (optional)
	6 City, state, and ZIP code Lake Jackson Tx 77566	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number	
or	
Employer identification number	
88	1742976

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 02/24/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Brewing Justice

Crafting a Unique Coffee Experience in a
Legal Setting

The District Cafe

Business Plan

Executive Summary

The District Cafe will be a unique cafe located within the bustling environment of a courthouse. Our primary aim is to provide convenience, quality, and a pleasant experience for courthouse employees, visitors, jurors, and attorneys. The café will offer a range of fresh high-quality coffee, beverages, pastries, snacks, hot and cold breakfast and light lunch meals tailored to meet the diverse needs of our clientele.

Business Description

Mission Statement

To offer an exceptional café experience within the courthouse, providing high-quality beverages and fresh healthy food options, while creating a welcoming and efficient environment for all courthouse visitors and staff.

Objectives

- Establish a popular café that becomes a staple for courthouse visitors and staff.
- Achieve a steady customer base through exceptional service and quality products.
- Expose and empower local businesses by outsourcing specific products

Keys to Success

- Strategic location within the courthouse to capture foot traffic.
- Diverse menu catering to quick-service demands and dietary restrictions.

- Efficient operations to minimize wait times and maximize customer satisfaction.

Market Analysis

Industry Overview

The food and beverage industry has seen consistent growth, driven by consumer preferences for high-quality coffee and convenient food options. Courthouses present a unique captive audience with a steady flow of daily visitors, providing a substantial market for our café.

Target Market

1. **Courthouse Employees and Officials:** Judges, clerks, administrative staff who appreciate quality and convenience.
2. **Visitors and Jurors:** Individuals attending court sessions who require quick and satisfying meal options.
3. **Attorneys and Legal Professionals:** Looking for a comfortable, accessible place to work or meet clients.

Competitive Analysis

While there are numerous cafes in the general vicinity, The District Cafe will have the advantage of an exclusive location, making it the most convenient option for courthouse visitors and employees. Our focus on speed, quality, fresh food options and customer experience will set us apart from local competitors.

Marketing Plan

Branding

The District Cafe will be branded as a sophisticated yet approachable establishment, emphasizing quality and convenience. Our logo and interior design will reflect a modern and professional aesthetic.

Promotion Strategies

- **In-House Promotions:** Special discounts for courthouse employees and daily lunch specials.

- **Media Campaigns:** Engage with customers through flyers and logo located throughout each courthouse building, printed menus, to-go menus and platforms like Instagram and Facebook.
- **Loyalty Programs:** Encourage repeat business with rewards for frequent visits.

Operations Plan

Location

The café will be strategically located within the courthouse's public area, ensuring maximum visibility, feasibility and accessibility.

Layout and Design

The café will feature an efficient layout to facilitate quick service, with a comfortable seating area designed to accommodate short and long stays.

Menu

- **Beverages:** Coffee, tea, specialty drinks.
- **Food Options:** Breakfast, Pastries, sandwiches, salads, desserts and snack packs.
- **Specialty Items:** Seasonal offerings, daily lunch specials and healthy choices.

Financial Plan

Startup Costs

- **Leasehold Improvements:** To adapt the space for café operations.
- **Equipment Purchase:** Coffee machine, warmer, and display units.
- **Initial Inventory:** Stock of beverages, food, shelves, and supplies.

Revenue Streams

- **Primary Sales:** Beverages and food items.
- **Catering Services:** Special orders for courthouse events and meetings.

Financial Projections

- **Year 1:** Focus on building a customer base and brand recognition.
- **Year 2:** Target profitability through increased sales and optimized operations.

Management Team

The District Cafe will be led by a team with extensive experience in the food and beverage industry, complemented by strong skills in operations management and customer service.

Conclusion

The District Cafe presents a promising business opportunity by capitalizing on a unique location and fulfilling the needs of a captive market. With a focus on quality, convenience, and exceptional service, the café is poised to become a favored destination within the courthouse environment.

Feasibility Plan for The District Cafe

1. Designated Grab N' Go Section for customers short on time
2. Pre-Order Application with a designated pick-up station (Order in Advance)
3. Courthouse Delivery (Short on time and confined, set a time and we'll deliver on time)
4. Offer multiple ways to Checkout to decrease overflow and increase convenience
5. Create QR Code to preview menu, order in advance and/or pay in advance

Qualifications of Key Personnel at The District Cafe

The success of The District Cafe relies heavily on the expertise and dedication of its team. Each member brings a unique set of skills and experiences that contribute to the efficient operation and exceptional service of the café. Below is an overview of the qualifications of key personnel:

Manager

- 1. Experience in Food and Beverage Management**
 - Minimum of 5 years in a managerial role within the food and beverage industry.
 - Proven track record of managing café operations, budgeting, inventory, and team leadership.
- 2. Strong Customer Service Skills**
 - Demonstrated ability to resolve customer issues and enhance satisfaction.
 - Excellent communication skills to engage with both customers and staff effectively.
- 3. Operational Excellence**
 - Experience in implementing operational efficiencies to reduce wait times and improve service quality.
 - Knowledge of health and safety regulations to maintain a safe and clean environment.

Baristas

- 1. Extensive Coffee Knowledge**
 - Certification in coffee brewing and barista skills from a recognized program.
 - Ability to prepare a wide range of espresso-based drinks with consistency and quality.
- 2. Customer Engagement**

- **Friendly and outgoing personality to create a welcoming atmosphere for patrons.**
 - **Ability to remember regular customers' preferences to personalize service.**
- 3. Team Collaboration**
- **Experience working in a fast-paced team environment, ensuring smooth workflows and communication.**

Kitchen Staff

- 1. Culinary Expertise**
- **Formal training in culinary arts or equivalent experience in food preparation.**
 - **Proficient in preparing a range of menu items, including pastries, sandwiches, and salads.**
- 2. Attention to Detail**
- **Strong focus on presentation and quality to ensure all food items meet the café's standards.**
 - **Ability to follow recipes accurately and adapt to customer requests.**
- 3. Health and Safety Awareness**
- **Knowledge of food safety and sanitation protocols to maintain compliance with health regulations.**

Customer Service Representatives

- 1. Interpersonal Skills**
- **Excellent communication and interpersonal skills to interact positively with customers.**
 - **Ability to handle complaints and inquiries with professionalism and efficiency.**
- 2. Organizational Skills**
- **Strong organizational abilities to manage orders and ensure timely delivery of services.**
- 3. Flexibility and Adaptability**
- **Ability to multitask and adapt to changing demands in a dynamic environment.**

The District Cafe key personnel are carefully selected based on their qualifications and commitment to excellence, ensuring a high-quality experience for all patrons. With their collective expertise, the café is poised to deliver on its promise of quality, convenience, and exceptional customer service.

Innovativeness & Creativity in Menu Selections and Café Marketing

The District Café aims to be more than just a place for coffee and quick bites. To stand out and attract a diverse group of patrons, The District Cafe will incorporate innovative and creative elements into its menu offerings to cater to a diverse market while offering an engaging and memorable experience. Our approach will focus on delivering unique flavors, seasonal variety, and personalized options that excite our customers.

Creative Unique and Seasonal Offerings

1. **Signature Drinks**
 - Develop exclusive beverages that reflect the courthouse theme, such as "The Verdict Vanilla Latte" or "Justice Java."
2. **Rotating Menu Items**
 - Introduce limited-time seasonal specialties, like pumpkin spice pastries in the fall or refreshing iced teas in the summer.
3. **Ethnic and International Flavors**
 - Incorporate globally inspired dishes, such as Mediterranean wraps or Asian-inspired salads, to cater to diverse tastes and preferences.
4. **DIY Stations**
 - Offer customizable stations where customers can build their own salads or create personalized sandwiches, providing an interactive and engaging dining experience.

To further set The District Cafe apart and appeal to its unique customer base, innovation and creativity will be key. Here's how we plan to enhance our menu and marketing strategies:

Creative Menu Selections

5. Health-Conscious Options

- Introduce a "Healthy Choices" section featuring low-calorie, low-sugar, and high-protein options, such as quinoa bowls and green smoothies.

6. Local Partnerships

- Collaborate with local coffee makers and bakers to feature their products as part of our menu, such as locally sourced specialty coffees, pastries and desserts, to support the community and offer fresh, high-quality items.

7. Themed Days

- Host themed menu days, like "Taco Tuesdays" or "Waffle Wednesdays," to create excitement and encourage repeat visits.

8. Sustainable Choices

- Include eco-friendly and sustainable food options, like plant-based meals and compostable packaging, to appeal to environmentally conscious customers.

Innovative Marketing Strategies

Community Engagement

- **Workshops, Networking and Events (On-line & In-house)**
 - Host coffee brewing workshops, networking social or pastry-making classes within the café to engage the community and showcase our expertise.
- **Art Displays**
 - Feature rotating exhibits of local artists' work on the café walls, offering a platform for emerging talent and creating an attractive, cultured atmosphere.

Digital Presence

- **Interactive Social Media**
 - Create engaging content such as polls, live streams, and Q&A sessions on platforms like Instagram and Facebook to interact with our audience and build a community around the café.
- **Virtual Loyalty Programs**

- **Develop a mobile app or online platform for a seamless loyalty program experience, allowing customers to track their points and receive personalized offers.**

Promotional Campaigns

- **Referral Discounts**
 - **Encourage word-of-mouth marketing by offering discounts for customers who bring a friend to the café.**
- **Pop-Up Events**
 - **Organize pop-up café events in different areas of the courthouse or nearby locations to increase visibility and attract new customers.**
**** (Example: Offering Taste Testers and introduce new menu items.)**

By implementing these innovative menu selections and creative marketing strategies, The District Café will not only enhance its appeal but also foster a loyal customer base and a vibrant community presence.

Vendor References

1. Leah Mendoza

Administrative Specialist

Kelly Services at Dow

2301 N. Brazosport Blvd, Freeport Tx 77541

bmendoza@dow.com

(979)238-7196

2. Karen White

Sr. Site Payroll Admin/Scheduler – Dow POLY 5/6/7

2301 N Brazosport Blvd, Freeport Tx 77541

krwhite@dow.com

(979)238-2352

3. Dawn Green

Project Engineer - BASF Corporation

602 Copper Road, Freeport Tx 77541

Dawn.green@basf.com

(979)415-6969

4. Erica Stewart

Instrumentation Reliability Engineer – Chevron Phillips Company LP

21441 Freedom Lane, Sweeny, Tx 77480

stewae@cpchem.com

(979)491-4947

5. Tiffany Cook

Degree Audit Systems Specialist – M.I.C. at Dow Academic Center

Brazosport College 500 College Drive, Lake Jackson Tx 77566

dac@brazosport.edu

(979)230-3481

The District Cafe

Proposed Menu *(Drafted detailed menu attached)*

Our menu is designed to cater to a wide range of preferences, offering both traditional favorites and innovative options:

- **Beverages**
 - Espresso-based drinks (e.g., lattes, cappuccinos)
 - Artisan teas and herbal infusions
 - Seasonal specialty drinks
 - Freshly brewed coffee(s)
- **Food Options**
 - Freshly baked pastries and muffins
 - Gourmet sandwiches and wraps
 - Salads with a selection of dressings
 - Snack packs with nuts, fruits, and yogurt
- **Specialty Items**
 - Gluten-free and vegan options
 - Seasonal soups and stews
 - Daily chef's special

Pricing

Our pricing strategy is competitive, aimed at providing value for quality:

- **Beverages**
 - Coffee: \$4.00 - \$8.00
 - Specialty Drinks: \$3.50 - \$5.50
 - Tea: \$2.50- \$5.50
- **Food Items**
 - Pastries: \$2.00 - \$5.00
 - Breakfast Tacos: \$4.00 - \$7.00
 - Breakfast Entrees: \$7.00 - \$12.00
 - Lunch Entrees: \$7.00 - \$12.00
 - Sandwiches: \$5.00 - \$7.50

- **Soups: 5.00 -7.00**
- **Salads: \$4.50 - \$12.50**
- **Snack Packs: \$3.00 - \$5.00**
- **Desserts: \$4.00 - \$7.50**

Hours of Operation

To accommodate the busy courthouse schedule, the café will operate during the following hours:

- **Monday to Friday: 7:30 AM - 4:00 PM**
- **Closed on Saturdays, Sundays and public holidays**

Staff

A dedicated team will ensure smooth operations and excellent customer service:

- **Manager (2 Persons)**
 - **Responsible for overall operations and customer satisfaction**
- **Baristas and Servers (4 Persons)**
 - **Skilled in crafting beverages and providing friendly service**
- **Kitchen Staff (4 Persons)**
 - **Focused on preparing fresh and quality food items**

Customer Relations / Satisfaction Policy

Our commitment to customer satisfaction is paramount:

- **Feedback System**
 - **Encourage customer feedback through surveys and suggestion boxes**
- **Resolution Protocol**
 - **Promptly address and resolve any customer complaints or issues**
- **Loyalty and Rewards**
 - **Offer rewards for frequent visits to enhance customer loyalty**

Cleanliness / Sanitizing Procedures

Maintaining a clean and safe environment is a top priority:

- **Daily Cleaning Schedule**

- Regular cleaning of all surfaces, equipment, and seating areas
- Sanitization Protocols
 - Frequent sanitization of high-touch areas and utensils
- Health and Safety Compliance
 - Adherence to local health regulations and safety guidelines

With these elements in place, The District Café aims to provide a welcoming, efficient, and high-quality experience for all patrons.

Additional Menu Ideas

(Note this menu is not all encompassing, but to introduce concepts for a more extensive menu**)**

A courthouse cafe should offer a menu that balances convenience with creativity, catering to the diverse tastes of its patrons, including lawyers, judges, jurors, and the general public. Here's a selection of creative menu ideas that could appeal to this varied audience:

Breakfast Delights

Justice Morning Muffin

- **Description:** A whole-grain English muffin topped with avocado slices, a poached egg, and a sprinkle of red pepper flakes.
- **Benefits:** Quick and healthy, perfect for a busy morning.

Courtroom Crunch Granola Parfait

- **Ingredients:** Layers of Greek yogurt, mixed berries, and homemade granola.
- **Note:** Offers a refreshing and nourishing start to the day.

Prosecution Pancakes

- **Description:**
- **Light and fluffy pancakes served with a choice of maple syrup, fresh berries, or whipped cream.**
- **Benefits:**
- **A comforting start to the day that's both satisfying and versatile.**

Barrister's Bagel

- **Contents:**
- **A toasted bagel with cream cheese, smoked salmon, capers, and red onion.**
- **Highlight:**
- **Offers a sophisticated and flavorful morning option.**

Adjournment Avocado Toast

- **Description:**
- **Whole-grain toast topped with smashed avocado, cherry tomatoes, feta cheese, and a sprinkle of chia seeds.**
- **Benefits:**
- **A nutritious and trendy option that's both filling and packed with healthy fats.**

Justice Juice Bowl

- **Ingredients:**
- **Acai or pitaya base topped with banana slices, granola, coconut flakes, and a drizzle of honey.**
- **Note:**
- **Offers a vibrant and energizing start to the day with a burst of flavor.**

Solicitor's Smoothie Bowl

- **Contents:**
- **A creamy blend of spinach, mango, and almond milk topped with hemp seeds, kiwi slices, and almonds.**
- **Highlight:**
- **Provides a refreshing and nutrient-rich breakfast with a touch of sweetness.**

Litigation Bagel

- **Description:**
- **A sesame bagel served with cream cheese, smoked salmon, dill, and thinly sliced cucumber.**
- **Benefits:**
- **A savory and sophisticated choice that's both satisfying and elegant.**

Notary's Nut Butter Toast

- **Ingredients:**

- **Toasted sourdough with almond or peanut butter, banana slices, and a sprinkle of cinnamon.**
- **Feature:**
- **A hearty and comforting option perfect for a quick and energizing breakfast**

Lunch Options

The Legal Wrap

- **Contents:** Grilled chicken or tofu, mixed greens, cherry tomatoes, shredded carrots, and a creamy avocado dressing wrapped in a spinach tortilla.
- **Highlight:** Portable and packed with flavor, making it ideal for a lunch break.

Judicial Jambalaya

- **Ingredients:** A spicy blend of rice, shrimp, chicken, andouille sausage, and peppers.
- **Feature:** Offers a taste of New Orleans with a hearty portion to keep you energized.

Defender's Deli Sandwich

- **Contents:**
- **Sliced turkey, Swiss cheese, lettuce, tomato, and cranberry mayo on whole grain bread.**
- **Highlight:**
- **A classic combination with a tangy twist for a satisfying meal.**

Magistrate's Mediterranean Salad

- **Ingredients:**
- **Mixed greens, olives, feta cheese, cucumber, cherry tomatoes, and a lemon-oregano vinaigrette.**
- **Feature:**
- **A refreshing and healthy option, perfect for a light lunch.**

Snack Selections

Gavel Trail Mix

- **Mix:** A combination of nuts, seeds, dried fruits, and a hint of dark chocolate.
- **Purpose:** Provides a quick energy boost during a long day.

Courtroom Cookies

- **Varieties:** Classic chocolate chip, oatmeal raisin, and lemon zest shortbread.
- **Appeal:** Perfect for a sweet treat during breaks.

Bail Bond Banana Bread

- **Description:**
- Moist banana bread with walnuts and a hint of cinnamon.
- **Purpose:**
- A comforting and homey snack to enjoy anytime.

Beverage Choices

Verdict Vibes Smoothie

- **Blend:** A mix of spinach, banana, almond milk, and a touch of honey.
- **Benefit:** Refreshing and packed with nutrients to fuel your day.

Legal Lemonade

- **Twist:** Freshly squeezed lemonade with a splash of lavender or mint.
- **Result:** A cooling and calming drink option.

Courtroom Cappuccino

- **Blend:**
- A rich espresso with steamed milk and a dusting of cocoa powder.
- **Benefit:**
- A classic choice to energize and focus your day.

Bailiff Berry Blast

- **Twist:**
- A refreshing iced tea infused with mixed berries and a hint of mint.

- **Result:**
- **A revitalizing beverage perfect for any time of the day.**

Morning Motion Mocha

- **Blend:**
- **Espresso combined with steamed milk, chocolate syrup, and a touch of cinnamon.**
- **Benefit:**
- **A deliciously indulgent way to kickstart your morning with a caffeine boost.**

Sunrise Citrus Sparkler

- **Twist:**
- **A refreshing mix of orange juice, sparkling water, and a splash of cranberry.**
- **Result:**
- **A light, bubbly drink to accompany your morning meal.**

Dessert Delights

Bailiff Brownies

- **Options:** Classic fudge or pecan brownies.
- **Feature:** Rich and satisfying, perfect for an afternoon pick-me-up.

Justice Cheesecake Bites

- **Flavors:** New York style or seasonal berry.
- **Highlight:** Small, indulgent bites that offer a sweet conclusion to any meal.

Guilty Pleasure Gelato

- **Options:**
- **Flavors such as vanilla bean, chocolate hazelnut, and pistachio.**

- **Feature:**
- **Creamy and indulgent, offering a luxurious treat.**

Court Clerk's Crème Brûlée

- **Flavors:**
- **Classic vanilla or seasonal fruit-infused.**
- **Highlight:**
- **A decadent and elegant dessert to end the day on a high note.**

Breakfast Plates

Judge's Breakfast Platter

- **Contents:**
- **Scrambled eggs, turkey bacon or sausage, roasted potatoes, and whole-grain toast.**
- **Highlight:**
- **A hearty and balanced breakfast that provides energy for a long day.**

Court Clerk's Vegan Delight

- **Ingredients:**
- **Tofu scramble with spinach, mushrooms, and bell peppers, served with a side of avocado and whole wheat toast.**
- **Note:**
- **A plant-based plate that's both nutritious and flavorful.**

Bailiff's Biscuit Breakfast

- **Description:**
- **Homemade buttermilk biscuit topped with country-style gravy, served with scrambled eggs and a side of fresh fruit.**

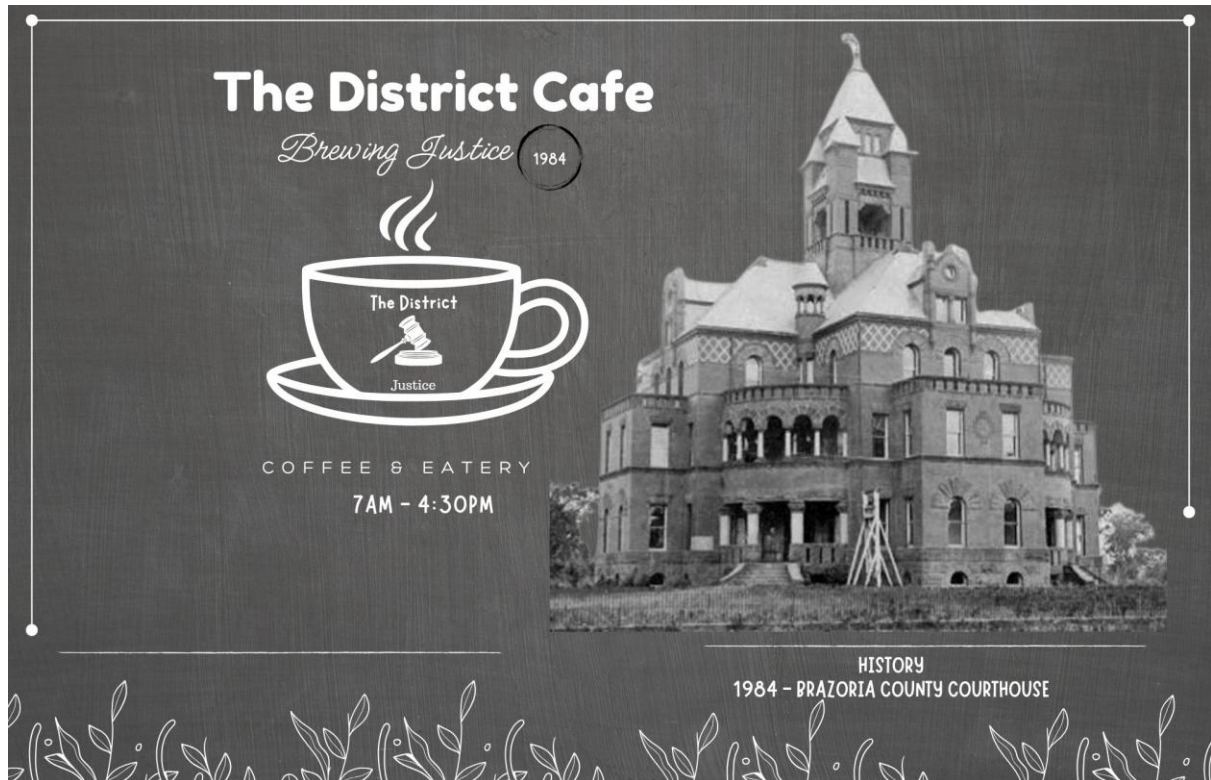
- **Appeal:**
- **A classic southern breakfast that offers comfort and satisfaction.**

Legal Light Start

- **Contents:**
- **Greek yogurt with honey, a side of seasonal fruit, and a sprinkle of granola.**
- **Feature:**
- **A light and refreshing option perfect for those who prefer a less heavy meal.**

These breakfast plates are crafted to offer a range of tastes and dietary needs, ensuring every visitor to the courthouse cafe starts their day with a delicious and energizing meal.

***Please be advised, this is a draft of our plan to assist in visualizing the concept and name for the courthouse operations.



The District Cafe

Brewing Justice

1984

Coffee

COFFEE & EATERY

JUSTICE JAVA	HOT/ICE	\$6.50
THE VERDICT LATTE	HOT/ICE	\$6.25
ESPRESSO	HOT/ICE	\$4
MACCHIATO	HOT/ICE	\$7.25
COURTROOM CCINO	HOT/ICE	\$6.50

Non-Coffee

HONEY GREEN TEA	HOT/ICE	\$3/\$3.5
BALIFF BERRY BLAST	HOT/ICED	\$5/\$5.5
LIBERTY LEMONADE	ICED	\$4.5/\$5
DEFENSE SMOOTHIE		\$5.50



Grand Rising

BLUEBERRY JUSTICE MUFFIN	\$4.5
SWEET HONEY CROISSANT	\$2.75
COURTROOM CRUNCH PARFAIT	\$4
BARRISTERS BAGEL CREATION	\$5
AVOCADO BACON BAGEL	\$7
BAIL BOND BANANA LOAF	\$4.5
1 DRINK & A DELIGHT	\$7

****Steal Deal****



The District Cafe

Brewing Justice

1984

COFFEE & EATERY

Break-Fast

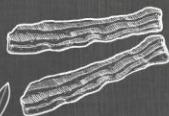
7:30 - 11AM

BREAKFAST TACOS	\$4.50
BREAKFAST SANDWICHES	\$6.75
BREAKFAST PLATTER	\$10.50
CHICKEN N BISCUIT	\$7.25
BUILD YOUR OWN - CHOOSE 3	\$11.95
MIGHTY OMLETTE - CHOOSE 3	\$11.95
SPECIAL OF THE DAY	TBD



Breakfast Delights

PROSECUTION PANCAKES	\$4.5
FRENCH TOAST	\$4
WAFFLES	\$4
BISCUITS	\$3
SAUTEED POTATOES	\$4.5
GRITS	\$4
OATMEAL	\$4
EGGS	TBD
BACON/TURKEY BACON	\$2
SAUSAGE/TURKEY SAUSAGE	\$2



The District Cafe

Brewing Justice

COFFEE & EATERY

1984

Lunch is Served

11AM - 4:30PM



BACON, LETTUCE, TOMATO	\$4.50
DEFENDERS DELI SANDWICH	\$6.75
MAGISTRATES MEDITERRANEAN SALAD	\$10.50
COBB SALAD & GREEK SALAD	\$7.25
THE LEGAL WRAP	\$11.95
BUILD A BOWL: SALAD OR VEGGIE BOWL	\$11.95
BACON BURGER	TBD
CHICKEN/SHRIMP/FISH BASKET	\$11.50
DAILY CHEFS SPECIAL	
SOUP OF THE DAY	

VARIOUS MEAT OPTIONS



Cultural Delights

FRIES	\$4.5
MOZZARELLA STICKS	\$8
VEGAN PASTA SALAD	\$5
SIDE SALAD	\$4.50
MIXED VEGGIES	\$5
PITA BREAD & HUMMUS	\$7
MINI CHARCUTERIE BITES	\$6.50
FRUIT BOWL	5.50

MORE TO FOLLOW

The District Cafe

Brewing Justice

COFFEE & EATERY

1984

All day Favors

11AM - 4:30PM



CHICKEN WINGS (6) (ADD SAUCE .50)	\$10.50
BUTTERY GRILLED CHEESE SAND.	\$5.75
GRILLED PB + J SAND.	\$5.75
BEEFY HOT DOG	\$5.50
NACHOS BEEF/CHICKEN	\$10.50
GRAVEL TRAIL MIX	\$4.25
FRUITY GRANOLA PARFAITS	\$4.95
CHOCOLATE DELIGHT YOGURT	\$4.95
STRAWBERRY CHEESECAKE BITES	\$6.50
SWEET OF THE DAY	TBD

****MORE OPTIONS WILL BE ADDED***



Beverages \$3.50

COKE
DIET COKE
DR.PEPPER
LEMONADE
SPRITE
SWEET TEA
MILK
ORANGE JUICE
ENERGY DRINKS
FLAVORED WATER
BOTTLED WATER



Additional Items Requested

Food Service Operations Experience Resume

Stacy Bernard

285 Fawn Trail

Lake Jackson, Tx 77566

(979)487-9955

stacyl.bernard@yahoo.com

Professional Summary

Dedicated and highly motivated food service operations professional and U.S. Veteran with over 10 years of experience in managing high-volume dining establishments. Proven expertise in operational efficiency, team leadership, and customer satisfaction. Skilled in menu development, inventory control, and cost analysis, with a strong focus on delivering exceptional dining experiences.

Core Competencies

- Food Service Management
- Team Leadership and Training
- Customer Service Excellence
- Menu Planning and Development
- Inventory Management

- Health and Safety Compliance
- Cost Control and Budgeting
- Vendor Relations

Professional Experience

Restaurant Operations Manager

R & B Soul Cafe, Lake Jackson TX

Oct 2023 – Present

- Oversee daily operations of a high-volume restaurant, ensuring compliance with health and safety regulations.
- Lead a team of 12 staff, providing training and development to enhance skills and productivity.
- Implement strategic initiatives to reduce costs and improve service efficiency, resulting in a 75% increase in customer satisfaction scores.
- Develop and manage menu offerings, collaborating with chefs to ensure a diverse and appealing selection.
- Maintain inventory and supply chain processes, reducing waste by 55% through effective stock management.
- Coordinating and conducting catering operations for numerous corporate and family events

Kitchen Restaurant Manager

Bee's Grill, Brazoria & Lake Jackson TX

Sept 2018 – Aug 2023

- Assisted in managing all aspects of restaurant operations, focusing on customer service and quality assurance.
- Supervised a team of 8 employees, fostering a positive work environment and promoting teamwork.
- Contributed to the development of promotional campaigns, leading to a 35% increase in revenue.
- Coordinated with vendors to ensure timely delivery of quality ingredients and supplies.
- Monitored and evaluated staff performance, implementing training programs to boost staff retention.
- Creating, preparing and executing freshly made dishes to serve customers high-quality products

Food Service Supervisor

B & B Grill, Brazoria TX

Feb 2016 – May 2018

- Directed the activities of the kitchen and service staff, ensuring efficient and smooth operations.
- Implemented health and safety protocols, leading to a 1 year record of no compliance violations.
- Assisted in menu planning and pricing strategies to maximize profitability while maintaining quality.

- Resolved customer complaints promptly, maintaining a high level of satisfaction and repeat business.
- Conducted routine inspections to ensure cleanliness and optimal operation of equipment.

Education

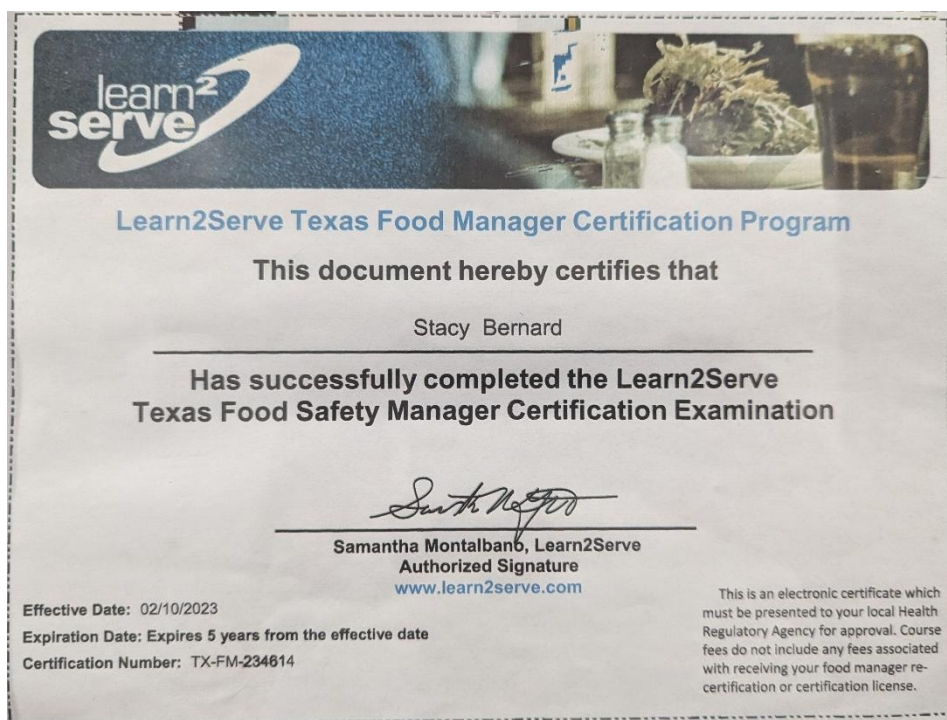
Masters Degree in Business Management

Grantham University, KS

Aug 2014 – July 2017

Certifications

- ServSafe Food Safety Manager Certification
- Seller-Server Certification
- CPR and First Aid Certified
-



**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

☒ Company does not have exceptions *(If applicable, check here)*

Or

☐ Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

VENDOR TO INSERT EXCEPTIONS HERE

**PROHIBITED TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES
AND EQUIPMENT CERTIFICATION
FORM**

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Crowned in Pearls, LLC
COMPANY NAME

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

Stacy Bernard
PRINTED NAME

Operations Manager
TITLE

02/24/2025
DATE

BRAZORIA COUNTY
ADDENDUM NUMBER 1
RFO#25-35 COURTHOUSE CAFÉ OPERATIONS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFO PACKAGE.

This Addendum modifies the RFO#25-35 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. BRAZORIA COUNTY CLARIFICATION:

Item 42. of the Standard Terms and Conditions found on page 17/27 of the RFO document has been updated and reflects the following change denoted in red.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.16): By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

The Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form found in Exhibit A has been revised to include additional language. The revised form is posted in Bonfire and labeled as 25-35 Addendum No.1 Revised Telecommunications Form.

Please include the revised form in your Exhibit A submission.

- 2.1 A pre-offer meeting and site visit was held on February 6, 2025 at 11:00 a.m.
The following vendors were in attendance:

The Teaspoon of Alvin, Texas
Rise and Grind Coffee of Clute, Texas
Sauce Street Grill of Clute, Texas

The pre-offer sign in sheet is posted in Bonfire.

- 2.2 If you are submitting an offer and would like to bring in your own equipment, for example, an espresso machine, please include any cut sheets or manufacturer information. The Facilities Management Department will need to review any electrical and plumbing requirements.
3. All other terms and conditions of the RFO are to remain unchanged.

Please refer any questions regarding this RFO to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Crowned In Parks, LLC
LEGAL NAME OF CONTRACTING COMPANY

(979) 87-9955
TELEPHONE NUMBER

[Signature]
SIGNATURE

FACSIMILE NUMBER
Starz Demand Operations Manager
NAME AND TITLE PRINTED

*Addendum approved by:

[Signature]

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

02/11/2025

Date



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
REQUEST FOR OFFER COVER SHEET**

The REQUEST FOR OFFER (RFO) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

Sealed Hard Copy or Electronic offers shall be received no later than:

THURSDAY, FEBRUARY 27, 2025 at 11:00 A.M. LOCAL TIME

***OFFER OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER "IMPORTANT EVENTS". BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING A SEALED OFFER, PLEASE MARK ENVELOPE:

"RFO #25-35 COURTHOUSE CAFÉ OPERATIONS"

IF SUBMITTING AN ELECTRONIC SEALED OFFER IN THE "BONFIRE" ELECTRONIC BIDDING PLATFORM (PREFERRED METHOD):

USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>, CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

SUSAN SERRANO, CPPO, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS**

(SEE NOTE BELOW)

****US Postal Service mailing address**

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS

SUSAN SERRANO, CPPO, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFO which may have influenced your decision to “No Offer”. If your response to this RFO is a “No Offer” response, please complete the Statement of No Offer in this RFO package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (company name) (hereinafter designated Vendor / Contractor).

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFO #25-35 COURTHOUSE CAFÉ OPERATIONS as stated in the Request for OFFER Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFO #25-35 COURTHOUSE CAFÉ OPERATIONS
- Vendor's submittal to the above listed RFO and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2025.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

REQUEST FOR OFFER TABLE OF CONTENTS

RFO #25-35 COURTHOUSE CAFÉ OPERATIONS

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The “Exhibit A - Required Forms” and “Exhibit B – Additional Requirements” below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR OFFER AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFO terms & conditions or special requirements, they must be included with the RFO submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – VENDOR’S RESPONSE

- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFO terms & conditions or special requirements, they must be included with the RFO submittal in order to be considered)
- ADDITIONAL DOCUMENTATION
- SIGNED ADDENDA *(if applicable)*

Attachments to the RFO:

- Exhibit A – Required Documents
- Exhibit B – Vendor’s Response
- Attachment A – Lease Agreement
- Attachment B –Food Service Checklist
- Attachment C – Food Service Inventory
- Attachment D – Café Floorplan

BRAZORIA COUNTY

SPECIFICATIONS / SCOPE OF WORK

RFO #25-35 COURTHOUSE CAFÉ OPERATIONS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 GENERAL BACKGROUND AND INFORMATION

The Offeror will need to be able to provide County employees and visitors to the courthouse campus with food and beverage services in the new Administration building.

The request for offer provides guidelines for the offeror; however, due to the nature of location of the café, those interested are encouraged to use creative approaches and suggest ways of making the venue a mutually beneficial establishment for the County, the public and the operator.

The immediate campus consists of the 5 story Administration Building, the 5 story Justice Center and the 2 story West Annex Building. There are approximately 500 employees that office out of the three (3) buildings, which are open to the public Monday through Friday from 8:00 a.m. to 5:00 p.m.

The County invites offers from qualified and innovative food service operators to lease and operate the Courthouse Café located at 237 E. Locust Street, on the 2nd floor of the new Administration Building. The RFO aims to attract creative and entrepreneurial and experienced vendors who can offer a robust dining experience to County employees and the general public who visit the Courthouse campus.

2.0 SCOPE OF SERVICE

The offeror may submit a proposal based upon the scope of service listed below.

- 2.1 The Offeror(s) shall ensure that all food and beverage served at the Café be of the highest quality. To the extent possible, preference should be given to locally sourced products.
- 2.2 Offering a menu that includes but is not limited to hot and cold breakfast items, coffee, hot and cold sandwiches, snacks, and hot and cold beverages. Menu items should also include options to accommodate dietary restrictions (gluten-free, vegetarian, vegan). Vendors may also propose additional menu items such as baked goods, fresh items (salads, fruit) and seasonal specials to enhance customer experience.
- 2.3 The successful Offeror(s) will be required to display menu boards and or printed menus with pricing. Pricing should be reasonable for all food and beverage served.
- 2.4 Operating during business hours: The café can be open starting at 7:30 a.m., before Courthouse normal business hours. Actual hours of operation may be negotiated with the selected Offeror(s).
- 2.5 Maintaining the café space and adjacent seating area(s), in a clean, sanitary, and inviting condition, including the disposal of trash.
- 2.6 The café is located on the 2nd floor of the new Administration Building and is equipped with basic utilities such as electricity, water and waste disposal.
- 2.7 Persons employed by the successful Offeror(s) in the performance of services pursuant to this RFO shall **not be considered** County employees.

It is the responsibility of the Offeror to provide the employees, train, supervise and direct said employees and ensure that there is adequate staffing to match the work requirements and guest traffic. The awarded vendor and all subsequent employees will need to be background checked and wear a County issued contractor badge.

- 2.8 The selected Offeror and its employees shall meet all required sanitation, safety, food preparation and storage standards including compliance with applicable health codes and shall obtain all required certifications or licenses, at no cost to the County.

Offeror is responsible for maintaining all appropriate certification and licensing requirements in full force for the duration of the contract. These must be displayed in the café space when applicable.

- 2.9 Offeror(s) will include with their proposal, a comprehensive operating plan detailing the proposed food service functions as follows:
- 2.9.1 Proposed menu
 - 2.9.2 Pricing
 - 2.9.3 Hours of operation
 - 2.9.4 Staff (number of personnel scheduled to work)
 - 2.9.5 Customer relations / satisfaction policy
 - 2.9.6 Cleanliness / sanitizing procedures
- 2.10 Include a resume of food service operation experience.
- 2.11 Must be able to obtain a food service permit from the Brazoria County Environmental Health Department. *There is no charge for this permit. Permit application can be found on the Environmental Health Department's webpage.*
- 2.12 Must hold a current certificate from the State of Texas designating them as a Certified Food Service Manager.
- 2.13 The cafe must pass inspection by the Brazoria County Environmental Health inspector prior to 1st day of operation.
- 2.14 Vendor must be able to obtain and carry the County required insurance.
- 2.15 Vendor will need to supply their own storeroom shelving units.
- 2.16 Vendor is responsible for coordinating deliveries with Sheriff's Office Security.

3.0 MONTHLY LEASE AMOUNT

The monthly lease amount is \$200.00 and, as part of this contract, Brazoria County will include extermination service, electrical power, lighting, HVAC, water, sink, vent hood and floor space without modifications or additions. An inventory sheet (Attachment B) showing furniture and other equipment offered for use in "as is" condition is attached.

Repair and maintenance of such inventory shall be the sole responsibility of the County, with the exception of the vent hood inspections, which will be the responsibility of the Lessee. County equipment that is used shall be properly maintained by the Lessee.

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFO #25-35 COURTHOUSE CAFÉ OPERATIONS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Offer Number 25-35, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 ESTIMATED PROJECT TIMELINE *(dates may be subject to change)*

Step One –

Deadline for Questions (Clarifications) Submitted

Thursday, February 13, 2025

Deadline for final Addendum to be posted in Bonfire

Thursday, February 20, 2025

Response Open/Due date by 11:00 a.m. C.S.T.

Thursday, February 27, 2025

Step Two – Interviews *(if requested by evaluation committee)*

TBD

Interviews with short-listed candidates

Award - Contract approval by Commissioner's Court

March 25, 2025

3.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the offer must make a written request which must be received by the Purchasing Department on or before Thursday, February 13, 2025. The request must be emailed to bidclarifications@brazoriacountytexas.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

4.0 PRE-OFFER MEETING AND SITE VISIT

A pre-offer meeting and site visit will be held on Thursday, February 6, 2025 at 11:00 a.m. in the Courthouse Café located on the 2nd floor of the Administration Building at 237 E. Locust Street, Angleton, Texas. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the OFFER documents prior to attending the meeting.

5.0 OFFER REQUIREMENTS

The offer includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting an offer to examine the contract documents thoroughly.

RFO SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFO Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the "Exhibit A Required Forms" and "Exhibit B Additional Requirements" into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See "Exhibit A Required Forms" for instructions on signing electronically.

If submitting an RFO Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFO number.

6.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Offers. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review offer content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose offer is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for offer.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced offer if that offer is judged not to provide the best value for the County.

Offers will be opened publicly to identify the names of the respondents. Other contents of the offers will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all offers and is not obligated to award a contract pursuant to this request for offer.

6.1 Financial Statements

If your company is either short listed or deemed the highest ranked, you may be required to submit your current and prior 2 years financial statements for review. This ensures Brazoria County that your company, if awarded, has the financial capacity to perform its obligations under for the entirety of the contract.

Failure to provide financial statements may deem your submission as non-responsive.

7.0 EVALUATION CRITERIA

The criteria used to evaluate the OFFERS shall be:

Business Plan and Feasibility	30 points
Qualifications of Key Personnel	15 points
Innovativeness & Creativity pertaining to Menu selections and café marketing	50 points
References- Provide a minimum of five (5) references for similar services	5 points

Bonus Scoring (15 point scale)

7.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

7.1.1 Response to Questions & Answers (0-10 points)

7.1.2 Interview preparedness & adherence to interview (0-5 points)

8.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Brazoria County retains the option to solicit new OFFERs at any time if in its best interest.

9.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of an OFFER submission deadline, the closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

10.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

11.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFO processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

12.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

13.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

14.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity.

By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176.

If required, completed forms should be sent with your OFFER, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

15.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

16.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFO #25-35 COURTHOUSE CAFÉ OPERATIONS

If Respondent is not submitting on the goods and/or services as stated in this RFO, please download and complete this form.

Mail the form to:

Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

Or Fax to: 979-864-1034

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

_____ Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the RFO.

_____ Our schedule would not permit us to perform.

_____ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for OFFER Number 25-35 as stated in the Request for OFFER Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. ETHICAL CONDUCT: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor

shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- 32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.
- 33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted OFFER price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/OFFER award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These

quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- 40. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION:** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- 43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFO #25-35 COURTHOUSE CAFÉ OPERATIONS

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFO. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFO documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for OFFER, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for OFFER in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFO. Brazoria County makes

no guarantee that any goods and/or services will be purchased as a result of this request for OFFER, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFO, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFO shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFO process and/or disqualification of respondent's OFFER.

All information provided to respondent for the purpose of submitting a OFFER in response to this RFO is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFO. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy OFFERs received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your OFFER submission is finalized, click [HERE](#) for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the OFFER. Respondent will incur any costs not explicitly included in the OFFER and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its OFFER any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned OFFER, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

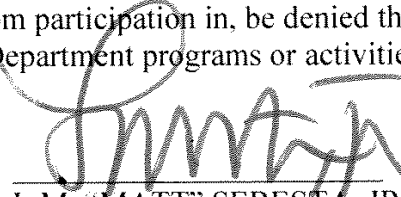
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFO, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

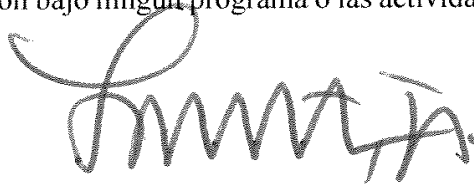
**Title VI and Related Statutes
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participación en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$1,000,000
b. Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person's participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

- (1) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

- (1) there is a change to the disclosure of interested parties; or
- (2) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A)
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____
_____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY OFFER SUBMISSION**

<u>SEALED REQUEST FOR OFFER (RFO)</u>	
RFO#:	25-35
OPENING DATE:	THURSDAY, FEBRUARY 27, 2025
OPENING TIME:	11:00 A.M. LOCAL TIME
RFO DESCRIPTION:	COURTHOUSE CAFÉ OPERATIONS
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE RFO LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE RFO's CANNOT BE ACCEPTED*******



Brazoria County Environmental Health Department
 111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
 Phone: 979-864-1600 Fax: 979-864-1904

Jodie Vice, BA, DR, RS
Director

Denise Turner, BS, RS, DR, CE
Health Inspector

Food Establishment Checklist

Preliminary Checklist (rules that will be confirmed prior to opening and throughout operation)
 This list does not include all rules by which food establishments must abide. Owners and managers are strongly recommended to print a copy of the Texas Food Establishment rules which may be found on the Brazoria County Environmental Health website.

You are responsible for all rules

Verified/ Dated	Requirement	FDA Food Code Reference	Inspection Form Reference
<input type="checkbox"/>	Submit scaled floor plans showing the establishment's food preparation, storage and dining areas.	County Ordinance Section C.	Other
<input type="checkbox"/>	Water must be obtained from an approved source – a public water system or a TCEQ approved nonpublic water system. A copy of a recent water bill which includes the address of the establishment or provide proof of a TCEQ approved well (must have state ID). Water lab results may be requested at initial permitting and as needed. Water wells must have a chlorinator and be monthly tested.	228.142 5-101.11	#19
<input type="checkbox"/>	Windows must be screened & doors must be closed unless screened. Installed screening must be at least 16 mesh to the inch.	6-202.15	#34
<input type="checkbox"/>	Must have an approved sewage disposal system (if not city service, OSSF permit must be reviewed and approved by a Department DR using current documentation form) ALL ESTABLISHMENTS MUST HAVE A GREASE TRAP.	5-403.11	#20
<input type="checkbox"/>	At least one toilet and not fewer than the number required by law shall be provided and accessible to employees during all hours of operation	6-402.11	#46
<input type="checkbox"/>	Toilets shall have a supply of toilet tissue available.	6-302.11	#46
<input type="checkbox"/>	A hand washing sink shall be located in or immediately adjacent to toilet rooms	5-204.11	#31
<input type="checkbox"/>	All toilets or restrooms must have operational ventilation systems to minimize objectionable odors.	6-304.11	#43
<input type="checkbox"/>	At least one service sink (mop sink) or one curbed cleaning facility shall be provided for disposal of mop water and similar liquid waste.	5-203.13	#33
<input type="checkbox"/>	Hot and cold running water under pressure is provided to sinks	5-103.12	#23
<input type="checkbox"/>	Hot water at hand washing sink shall be at least 100 degrees Fahrenheit	5-202.12	#23 & 31
<input type="checkbox"/>	Three Compartment Sink required.(cannot be used for hand washing or dumping mop water). Must include a minimum 3 inch backsplash that is sealed at joints.	4-501.16	#33

Verified/ Dated	Requirement	Statute Reference	Inspection Form Reference
<input type="checkbox"/>	At least one hand washing sink shall be conveniently located to employees in food preparation, food dispensing & dishwashing areas. It must not be used for any purpose other than hand washing. Must include a minimum 3 inch backsplash that is sealed at joints.	5-204.11 6-301.13	#31
<input type="checkbox"/>	Hand washing sinks shall have pump dispenser, soap and paper towels (to clean & dry hands). These supplies must be located at the handwashing sink.	6-301.11 6-301.12	#31
<input type="checkbox"/>	An air gap shall be provided between the water supply inlet and the flood level rim of a plumbing fixture, equipment, or non-food equipment that is at least twice the diameter of the water supply inlet and not less than 1 inch.	5-202.13 5-202.14	#19
<input type="checkbox"/>	Food contact surfaces must be smooth and easily cleanable – No textured FRP or other textured materials allowed.	4-101.11	#45
<input type="checkbox"/>	Floor, wall and ceiling surfaces shall be smooth, durable and easily cleanable in areas where food establishment operations are conducted. No textured FRP or other textured materials allowed.	6-201.11	#45
<input type="checkbox"/>	Ventilation hood systems and devices shall be sufficient in number and capacity to prevent grease or condensation from collecting on walls and ceilings. A copy of the Fire Marshal's inspection must be received.	4-301.14	#43
<input type="checkbox"/>	Heating, ventilating and air conditioning equipment shall not contaminate food, food contact surfaces or equipment	6-501.14	#43
<input type="checkbox"/>	Toxic Items properly labeled, stored, & used	7-101.11 7-201.11 7-202.12 7-102.11	#18
<input type="checkbox"/>	Food Certified Personnel on Duty - Operation without a Certified Food Manager present is UNLAWFUL!	2-101.11 228.31	#21
<input type="checkbox"/>	Food Manager Certificates and Notice Regarding Required Food Manager on Duty must be posted together and in public view.	County Ordinance Section D 228.31 a	#21
<input type="checkbox"/>	Food Handler Certificate is required for all food employees.	228.31d	#47
<input type="checkbox"/>	Buffet and salad bar sign posted	228.63	#26
<input type="checkbox"/>	Shellfish & meat disclosure statements (if needed) must be in public view, such as on menus.	3-603.11	#26
<input type="checkbox"/>	Handwashing signs required and clearly visible at all handwashing sinks used by employees.	6-301.14 228.32	#47
<input type="checkbox"/>	Food temperature measuring devices (thermometers) must be available and accessible to ensure food temperatures – including thermometers in plain sight in all cooling devices (such as refrigerators & freezers).	4-203.11 4-203.12 4-204.112 4-302.12	#29
<input type="checkbox"/>	Must have a valid permit to operate. Must post permit and inspection report in public view.	8-301.11.1 8-304.11	#30 #47

Verified/ Dated	Requirement	Statute Reference	Inspection Form Reference
<input type="checkbox"/>	Food contact equipment must be properly cleaned and sanitized	4-601.11 a&b 4-602.11	#10
<input type="checkbox"/>	Insects, rodents and other pests must be controlled and records of pest control services must be maintained.	6-501.111 6-202.13	#34 #18
<input type="checkbox"/>	Remove trash & refuse to minimize odors or conditions that encourage insects or rodents	5-501.16b	#44
<input type="checkbox"/>	Outdoor waste receptacles shall be kept covered.	5-501.15	#44
<input type="checkbox"/>	Must maintain waste disposal services at all times.	5-502.11	#47
<input type="checkbox"/>	Single service and single use articles are required in some establishments	4-502.12	#10

Additional Inspection Items (these along with above list are required throughout operation)
This list does not include all rules by which food establishments must abide. Owners and managers are strongly recommended to print a copy of the Texas Food Establishment rules which may be found on the Brazoria County Environmental Health website. You are responsible for all rules.

Verified/ Dated	Requirement	Statute Reference	Inspection Form Reference
<input type="checkbox"/>	Employees shall have clean hands/arms and must properly wash hands at designated times	2-301.11 2-301.14	#14
<input type="checkbox"/>	Fingernail maintenance required– must be clean, no polish or artificial nails allowed.	2-302.11	#35
<input type="checkbox"/>	Jewelry prohibition – only simple bands	2-303.11	#35
<input type="checkbox"/>	Hair restraints required – hats, nets	2-402.11	#35
<input type="checkbox"/>	Employee restrictions on eating, drinking & tobacco use	2-401.11 3-301.12	#35
<input type="checkbox"/>	Reporting of certain employee illnesses	228.32	#12
<input type="checkbox"/>	Restriction of employees with discharges from eyes, nose, mouth	2-401.12	#13
<input type="checkbox"/>	Restrictions of employees in caring for animals	2-403.11	#22 #35
<input type="checkbox"/>	Food shall be safe, unadulterated & honestly presented	3-101.11	#7
<input type="checkbox"/>	Food shall be obtained from licensed sources – PRIVATE HOMES NOT ALLOWED	3-201.11 6-202.111	#7
<input type="checkbox"/>	Food shall be protected from cross contamination	3-302.11 3-304.11	#9 #37
<input type="checkbox"/>	Food packages must be in good condition and protect the food from contamination. All packages must be clearly labeled with name of food and date packaged.	3-302.15	#32
<input type="checkbox"/>	Cold holding - Potentially hazardous food shall be held at or below 41 degrees Fahrenheit	3-501.16 a 2	#2
<input type="checkbox"/>	Hot holding - Potentially hazardous food must be maintained at or above 135 degrees Fahrenheit. Maximum holding period is 4 hours.	3-501.16 a 1	#3
<input type="checkbox"/>	Food must be properly defrosted – either under cold running water or refrigerated overnight.	3-501.12 3-501.13	#38
<input type="checkbox"/>	Potentially hazardous foods must be properly cooled	3-501.15	#1

Verified/ Dated	Requirement	Statute Reference	Inspection Form Reference
<input type="checkbox"/>	Potentially hazardous foods must be properly reheated for hot holding	3-403.11	#5
<input type="checkbox"/>	Ice used for food or a used as a cooling medium must be from drinking water	3-202.16	#7
<input type="checkbox"/>	Ice used as exterior coolant shall not be later used as food	3-303.11	#9
<input type="checkbox"/>	Equipment and food contact surfaces shall be clean to sight and touch	4-601.11 a&b	#9
<input type="checkbox"/>	Wet cloths shall be kept in a sanitizing solution for not more than 2 hours.	3-304.14	#36
<input type="checkbox"/>	Sanitizing solution must be easily accessible for storing wet cloths. Solution can be commercially obtained or made with 1 tablespoon of Clorox per gallon of water.		
<input type="checkbox"/>	Dry cloths must be stored in plastic containers to avoid contamination.		
<input type="checkbox"/>	If a re-inspection of the establishment is required, the fee must be paid before the re-inspection.		

Copy of food establishment checklist received by: _____ on _____.

Health Inspector _____ provided this copy of food establishment checklist to above named individual following thorough review.

You are responsible for all rules – See the Texas Food Establishment Rules at:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=228](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=228)

ATTACHMENT C – CAFÉ INVENTORY

The following list of equipment is offered for use in “as is” condition. Repair & maintenance of all equipment shall be the sole responsibility of the Lessee. County equipment that is used shall be properly maintained by the Lessee and such equipment shall remain the property of Brazoria County.

- GRIDDLE, ELECTRIC, COUNTERTOP, GLOBE MODEL NO.GEG36
- ELECTRIC COUNTERTOP FRYER, GLOBE MODEL NO.PF16E
- RANGE, 36”, 6 ALL PURPOSE BURNERS, GARLAND/US RANGE MODEL NO.S686
- FOOD PAN WARMER / COOKER, COUNTERTOP, NEMCO FOOD EQUIPMENT MODEL NO.6102A
- POP-UP TOASTER, WARING MODEL NO. WCT704
- HOT FOOD SERVING COUNTER / TABLE, DUKE MANUFACTURING MODEL NO.E304SW
- GREENHECK FIRE SUPPRESSION SYSTEM
- TURBO AIR DRINK COOLER
- TRUE FREEZER – 1
- TRUE REFRIGERATOR – 2
- KOOL AIRE ICE MAKER
- COUNTER STOOLS – 7
- TABLES (various sizes) -14 (7 inside café / 7 outside cafe)
- TABLE CHAIRS – 34 (14 inside café / 20 outside café)
- LOCKERS (employee)

05/27/2022

GENERAL NOTES

1. REFERENCE PARTITIONS SHEET A200 FOR PARTITION TYPES.
2. EXTERIOR STUD WALLS ARE DIMENSIONED TO EXTERIOR FACE OF SHEATHING/FACE OF CONCRETE, UNLESS NOTED OTHERWISE.
3. REFER TO STRUCTURAL FRAMING PLANS FOR SUSPENDED SLAB/DECK EDGE LOCATIONS.
4. REFER TO STRUCTURAL FOR GRID LINE AND STRUCTURE DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
5. INTERIOR STUD WALL DIMENSIONS ARE FACE OF STUD UNLESS NOTED OTHERWISE.
6. STUD WALL DOORS SHALL BE LOCATED TO HAVE 6" MINIMUM BETWEEN HINGE SIDE AND ANY PERPENDICULAR WALL, UNLESS OTHERWISE REQUIRED TO COMPLY WITH TASADA PUSH/PULL CLEARANCES ON STRIKE SIDE. SEE DETAIL 3/A401
7. REFERENCE INTERIOR ELEVATIONS AND FINISH PLANS FOR LOCATIONS THAT MAY REQUIRE BACKER BOARD OR APPLIED FINISHES.
8. REFERENCE ENLARGED PLANS FOR ADDITIONAL DIMENSIONS, TAGS, AND NOTES.
9. ALL PRIMARY STRUCTURAL FRAMING AND SECONDARY STRUCTURE MEMBERS ASSOCIATED WITH FLOOR CONSTRUCTION TO BE 2 HOUR FIRE RATED SPRAY APPLIED FIRE PROOFING UNLESS INDICATED OTHERWISE.
10. INTERIOR PARTITION TYPES ARE A3 AND F3, U.N.O. IN PLAN. SEE LEGEND BELOW FOR TYPICAL HEAD CONDITIONS, U.N.O. IN PLAN.
11. REFERENCE EXTERIOR ELEVATIONS FOR PANEL DIMENSIONS.

KEYNOTES

17 TYPICAL PUBLIC RESTROOMS

1/4" = 1'-0"

16 LEVEL 03 DISTRICT SP RESTROOMS

1/4" = 1'-0"

15 ENLARGED PLAN - MOTHER'S ROOM

1/4" = 1'-0"

14 TYPICAL SINGLE-USE RESTROOM

1/4" = 1'-0"

13 TYPICAL UTILITY ROOM

1/4" = 1'-0"

12 ENLARGED PLAN - DATA CENTER

1/4" = 1'-0"

11 ENLARGED PLAN - CAFE

1/4" = 1'-0"

10 U1 ACCESSIBLE URINAL

1/2" = 1'-0"

9 ST1- STANDARD STALL

1/2" = 1'-0"

8 ST2 ACCESSIBLE TOILET STALL

1/2" = 1'-0"

6 ST2 - ACCESSIBLE TOILET STALL

1/2" = 1'-0"

5 ST1 - STANDARD STALL

1/2" = 1'-0"

4 U1 - ACCESSIBLE URINAL

1/2" = 1'-0"

3 WC1 - ACCESSIBLE WATER CLOSET

1/2" = 1'-0"

2 LV1 - ACCESSIBLE LAVATORY

1/2" = 1'-0"

1 ACCESSIBLE MOUNTED SINK

1/2" = 1'-0"

TYPICAL ACCESSIBLE MOUNTING HEIGHTS

SIGNAGE SHALL BE MOUNTED ON THE WALL TO THE STRIKE SIDE OF DOOR OR ON THE NEAREST ADJACENT WALL IF THERE IS NOT WALL SPACE ON THE STRIKE SIDE.

HEIGHT OF TACTILE CHARACTERISTICS:
48" MIN - 60" MAX
ABOVE FINISH FLOOR

48" MAX TO CLASH

48" MAX

48" MAX

48" MAX

48" MAX

48" MAX

48" MAX

48" MAX

48" MAX

48" MAX

WALL MOUNTED FIRE EXTINGUISHER

FIRE EXTINGUISHER CABINET

AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

ADA WATER CLOSET

ADA DUAL TOILET PAPER DISPENSER

URINAL

S.S. GRAB BAR ROOM

LAVATORY

MIRROR

ELECTRIC WATER COLOR

CUSTODIAL ACCESSORIES

RESTROOM ACCESSORIES

FINISH FLOOR

SIGNAGE

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FIRE EXTINGUISHER CABINET

AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

ADA WATER CLOSET

ADA DUAL TOILET PAPER DISPENSER

URINAL

S.S. GRAB BAR ROOM

LAVATORY

MIRROR

ELECTRIC WATER COLOR

CUSTODIAL ACCESSORIES

RESTROOM ACCESSORIES

FINISH FLOOR

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