

Monique Aguilar

From: Josefina Brostrom
Sent: Wednesday, June 24, 2009 3:37 PM
To: Monique Aguilar
Subject: Contract Review Form for KK-09-080 Lumar Courthouse Cafeteria Concession
Attachments: k09050 Lumar Courthouse Cafeteria Concession.doc; k09080 Lumar Exp b1A 09-0620.doc; k09080 Ex B RFP09-179 Cafeteria.doc; k09080 Ex C Lumar Enterprise Bldg Rsp 09-179.doc

COUNTY LEGAL REVIEW FORM

KK-09-080

Contract Description: Facilities Management - Lumar Courthouse Cafeteria Concession

COUNTY ATTORNEY ACTION*

****Requested Amendments/Clarifications.** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

.....XX Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted
 Below*
 _____ Not Approved

*1) NA

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

6/25/2009

MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is made and entered into this ___ day of June 2009, by and between El Paso County (“Client”), a political subdivision of the State of Texas, and Lumar Enterprise Inc. (“Concessionaire”), who agree as follows:

ARTICLE I **PURPOSE OF THE AGREEMENT**

- 1.1 **Purpose of Agreement** The Agreement sets forth the terms and conditions upon which Client retains Concessionaire to manage and operate Food Service for Client’s staff, employees, invited guests and general public.
- 1.2 **Independent Contractor** Concessionaire shall be an independent contractor and shall retain control over its employees and agents.
- 1.3 **Regulations and Access** Client will establish reasonable requirements for use and occupancy of the Premises and shall give Concessionaire written notice thereof. Client’s authorized representatives shall have access to the Premises at all times.

ARTICLE II **DEFINITIONS**

- 2.1 **Accounting Period.** A calendar month, twelve (12) of which constitute an accounting year.
- 2.2 **Food Service.** The preparation, service and sale of food, beverages, goods, merchandise and other items on or from the Premises, as further described in County of El Paso Request for Proposal No. 08-179, attached hereto and incorporated herein as though fully set forth as Exhibit B; and Contractor’s Response to Request for Proposal No. 08-179, attached hereto and incorporated herein as though fully set forth as Exhibit C.
- 2.3 **Gross Sales.** Total sales of food, beverages, goods, merchandise and services in the Food Service operation, minus sales tax.
- 2.4 **Net Sales.** Gross Sales excluding use taxes.

- 2.5 Premises. Client's Food Service facilities located at 500 E. San Antonio, El Paso, Texas, 79901.
- 2.6 Smallwares. Dishware, glassware, flatware, utensils and similar items.

ARTICLE III TERM AND EXCLUSIVITY

- 3 Term of Agreement. The initial term of the Agreement is three (3) years, commencing on December 1, 2008, and continuing until November 30, 2011. Client shall have the option to extend the initial term for two (2) additional one-year periods by giving the Concessionaire sixty (60) days notice.
- 3.1 Food Service Exclusive. Client grants Concessionaire the exclusive right to operate Food Service on or for the Premises. This provision does not prevent Client from installing and operating or engaging others to install and operate vending machines for food, beverage, confections and similar products.

ARTICLE IV RETAIL SALES PROGRAM

- 4.1 Locations. Concessionaire shall provide retail sales at the Premises and at such other locations as Client and Concessionaire shall agree.
- 4.2 Retail Segment Prices. Prices charged for retail sales shall be reasonable as determined by Concessionaire and competitive with prices charged in comparable establishments in the geographic area of the Premises for products of like quality.
- 4.3 Client-Sponsored Functions. Prices for the catering of Client-sponsored functions shall be established by mutual agreement of the parties. Concessionaire shall prepare and submit invoices to individuals or groups served by Concessionaire at Client-sponsored functions. Concessionaire shall bill and collect amounts due for functions not Client-sponsored from the individuals or groups served, unless Client and Concessionaire agree otherwise in writing.
- 4.4 Reports. Concessionaire shall prepare a statement of sales and commissions for each Account Period and shall submit such statement with commission payments due to client for such Account Period. Statement of sales and

commissions shall be detailed, and shall be prepared using standard accounting practices, listing each commission category separately, number of customers served in each category and total sales in each category. Concessionaire shall supply with each statement a copy of register tapes, weekly reports and catering invoices. Concessionaire shall submit an annual statement to Client within sixty (60) days of close of the Accounting Year. All reports shall contain a separate original statement, signed by the person responsible for the report attesting to the report's accuracy.

- 4.5 Electronic Reporting. If agreed upon by both Concessionaire and Client, Concessionaire may submit required reports to Client in a mutually agreeable electronic format. Concessionaire acknowledges that submission of required reports in electronic format is for the convenience of both parties only, and does not relieve the Concessionaire from the responsibility of accurate record keeping. Furthermore, by accepting the required reports in electronic format, Client **does not** waive any Right of Inspection and Audit, as set forth below. If Concessionaire chooses to submit reports in electronic format, Client may at any time, with or without notice, required additional supporting documentation. If Concessionaire reports in electronic format, a separate **original** statement, signed by the person responsible for the report attesting to the electronic report's accuracy shall accompany the Commission Payment. Copies of the report will be forwarded to Client's designation representative(s).
- 4.6 Record Keeping. Concessionaire shall retain copies of all financial records pertaining to Concessionaire Food Service at Client's location for a minimum of two (2) years.
- 4.7 Right of Inspection and Audit. Concessionaire agrees that all financial records pertaining to Concessionaire Food Service shall be available for inspection and audit without notice of Client.

ARTICLE IV **EMPLOYEES**

- 5.1 Concessionaire Management Employees. Concessionaire shall provide qualified management employees to operate the Food Service and supervise all Food Service employees.
- 5.2 Concessionaire Non-management Employees. All non-management Food Service employees shall be Concessionaire Employees. Concessionaire shall consider Client's employees policies and practices when establishing policies and practices for Concessionaire employees.

- 5.3 Personnel Obligations. The parties hereto shall be solely responsible for employees on their respective payrolls, including responsibility for recruitment, employment, promotion, transfer, layoff and termination. Each party shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including any income, social security and unemployment taxes and workers' compensation costs charges.
- 5.4 Agreement Not to Hire. Client shall not, without Concessionaire's written consent, hire, make any agreement with, or permit the employment of, in any operation providing food service, any person who has been a Concessionaire management employee at the Food Service within the earlier of one (1) year after termination of the Agreement. This provision shall survive termination of the Agreement.
- 5.5 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Concessionaire affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights act of 1964; Equal pay Act of 1963; Age Discrimination in Employment Act of 1963; Age of Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; and any additions or amendments thereto.

ARTICLE VI

INVENTORIES, FACILITIES, EQUIPMENT AND MAINTENANCE

6. GENERAL CONTRACTOR RESPONSIBILITIES

Contractor will operate, manage, and maintain a full service cafeteria facility located at the El Paso County Courthouse, as well as maintain existing vending machines. Contractor may, but is not required to operate and maintain a Gourmet coffee cart on the 3rd floor of the El Paso County Courthouse.

Contractor will provide all personnel, food, supplies, materials and any equipment not otherwise furnished by El Paso County. Contractor must agree to the mandatory minimum requirements of responsibility as follows:

- a. Contractor shall operate, manage, and maintain a safe and sanitary cafeteria environment at all times in compliance with local, state, and federal laws and regulations. The cafeteria shall always be in good standing with the health, fire, and occupational codes. Failure to remain in good standing shall be considered cause for termination under section 8.12 hereunder. A copy of all inspection reports by any enforcement agency, including the Texas Department of Health, shall be provided to the Facilities Management Department within 24 hours.
- b. Contractor is responsible for the semiannual cleaning and inspection of the exhaust hood vent, and provide documentation to the Facilities Management Department within 48 hours of completion. (With the exception of the exhaust hood vent, El Paso County shall be responsible for all other fire compliance inspections, including fire extinguishers, Halon, fire alarm, and sprinkler system.)
- c. Contractor shall be responsible for the proper use of the County's plumbing and sewer system. Contractor shall train all staff in the proper disposal of grease, food, utensils, napkins, and all other solids to the appropriate disposal receptacle. **ANY EXPENSE INCURRED DUE TO THE MISUSE OR IMPROPER USE OF THE COUNTY'S PLUMBING SYSTEM OR GARBAGE DISPOSAL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE PAID WITHIN 30 DAYS UPON RECEIPT OF INVOICE. REPAIRS MADE BY COUNTY MAINTENANCE STAFF WILL BE BILLED TO THE CONTRACTOR BASED ON THE MECHANIC'S HOURLY RATE AND THE CONTRACTOR MUST REIMBURSE THE COUNTY WITHIN 30 DAY UPON RECEIPT OF INVOICE. REPEATED INCIDENTS OF IMPROPER USAGE OF THE COUNTY'S PLUMBING SYSTEM SUCH AS DESCRIBED IN THIS SECTION OF TWO INCIDENTS OR MORE WITHIN A 12-MONTH PERIOD, SHALL BE CONSIDERED CAUSE FOR TERMINATION UNDER SECTION 8.12 HEREIN.**
- d. Contractor shall maintain repair and routine service equipment maintenance contracts on all equipment listed in Exhibit A at the Contractor's expense, at all times throughout the duration of the contract. Copies of all maintenance contracts, and any subsequent updates or changes to each contract must be provided to the Facilities Management Department. Contractor shall provide copies of all repair and services reports and invoices to the Facilities Management Department, no less than quarterly of each contract year.
- e. Contractor shall shampoo the carpeting at least four times per year and strip/wax the tile floors at least once per year. Contractor shall provide written notification to the Facilities Management Department each time these services are completed.

- f. Contractor shall maintain in good condition and clean concealed internal ducts for exhaust hoods, walls, floors, windows, light fixtures, draperies, blinds and vents in the kitchens, serving area, cafeteria, dining areas, vending machine area, and gourmet coffee cart as applicable. Further, any spill, discharge, leak or other disorder created by Contractor's staff in any other part of the Courthouse shall be the sole responsibility of the Contractor to clean immediately.
- g. Contractor shall comply with El Paso County Recycling Program: Contractor MUST recycle all eligible containers and materials, which include #1 and #2 plastic containers, paper, cardboard, boxes, aluminum, steel, and tin are disposed of in a dumpster designated solely for recyclables. Recyclables shall be thorough rinsed and collected in a separate container from the regular trash. Contractor is prohibited from disposing of delivery pallets in any County dumpster, and Contractor shall be responsible for their disposal through appropriate means of donation, trade, consignment, etc. Failure to properly dispose of recyclable materials or pallets shall be grounds for termination of contract.
- h. All non-recyclable trash shall be disposed of from the facility on a daily basis to the appropriate designated dumpsters. Contractor shall ensure that bags, boxes, or any other container used to transport disposables do not leak and are not torn in a manner that will leave a mess. Any spill, discharge, or other disorder resulting from leaking or torn bags shall be cleaned up immediately by the contractor.
- i. Pest Control: Contractor is responsible for all pest control services to be performed a minimum of once per month and include the extermination of insects, rodents, and vermin to ensure a sanitary, pest-free foodservice environment. The areas of responsibility include: kitchen, serving area, food preparation area, storage area, dining room, vending machine area, office, and restroom within the designated areas available for use by the Contractor's personnel.
- j. Contractor shall diligently obtain and maintain all applicable licenses and permits as required by any of the above governmental entities for operation of a food service facility and assure that all staff is properly trained and certified as applicable, including food handler safety compliance. Contractor shall be responsible for the posting of all signage required by local, state, or federal laws and the compliance with the postings therein.

- k. Contractor shall not permit any disorderly and/or unsafe conduct or practice by Contractor or it's employees that would bring discredit of any kind to El Paso County or present cause for concern for public safety.
- l. All Contractor's employees shall exhibit professional and courteous behavior at all times. Preferably, employees serving the public shall be bilingual in English and Spanish, however at a minimum, employees who serving the public must speak English to a degree that allows understanding of common food service orders.
- m. Contractor's employees shall be paid, at minimum, a salary commensurate with federal minimum wage requirements as they apply throughout the contract and in conjunction with any/all other appropriate governmental requirements and regulations.
- n. Contractor shall employ only persons who are citizens of the United States and/or those who may be lawfully permitted to work in this country.
- o. Contractor shall not permit liens of any type to attach to any El Paso County space, equipment, property, repairs or improvements applicable to this contract.

6.11 Sanitation

Contractor shall maintain, at all times, El Paso County foodservice facilities, vending kitchen, serving area, food preparation area, storage area, dining rooms, vending machine area, office, restroom, and optional gourmet coffee cart in a clean and sanitary manner in accordance with all federal, state and municipal laws, codes and regulations including:

- a. Routine and daily cleaning of floors, walls, ceilings, doors, lights, and exhaust hoods and vents.
- b. Clean all foodservice equipment, preparation and service area surfaces on a continuous basis and following each meal period. The vendor's employee shall be trained to follow a "clean-as-you-go" policy.
- c. Adhere to ware washing sanitation regulations (i.e. recommended temperatures, use, storage and disposal of chemical sanitizers).
- d. Tables shall be cleaned at intervals after clients leave.
- e. Tables, chairs, glass, carpet and tile shall be cleaned as necessary throughout the day.

- f. Dining room carpeting shall be vacuumed at the end of each day; all tile floors shall be mopped at the end of each day.
- g. Carpet must be shampooed a minimum of four times per year and must provide documentation upon completion of each schedule.
- h. Tile floor must be stripped and waxed a minimum of once per year and must provide documentation upon completion of each schedule.

6.2 Inventory of China and Smallwares. Client and Concessionaire jointly shall inventory all china, if any, and smallwares owned by Client. If a any time Concessionaire is to provide additional service, Concessionaire shall be responsible to increase, at its own expense, the inventories required for the additional service.

Inventory of Equipment. Concessionaire and Client have inventoried Client's Food Service equipment. Upon termination of the Agreement, Concessionaire shall surrender such inventory of equipment to Client.

6.3 Office Facilities. Client shall, at Client's expense, provide suitable office facilities, including furniture and equipment. Concessionaire shall take reasonable and proper care of the office facilities and return them to Client at termination of the Agreement.

6.4 Telephone Expenses. Client shall responsible for telephone installation costs. Concessionaire shall pay its local and long distance telephone billings.

6.5 Laundry, Linen and Uniforms. Concessionaire shall be responsible for costs of all laundry, linen and uniform services.

6.6 Utilities. Client shall be responsible for the cost of utilities consumed in the Food Service operation.

6.7 Condition of Premises and Equipment. The Premises and equipment provided by each party for use in the Food Service operation shall be in good condition and maintained by Concessionaire to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. Client agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with the Americans with Disabilities Act or any other similar law shall be the responsibility of Client and

shall be at the Client's expense. Concessionaire shall take reasonable and proper care of the Premises and equipment under its custody and control and shall notify Client of any known deficiencies.

ARTICLE VII FINANCIAL ARRANGEMENTS

- 7.1 Commissions. Concessionaire shall pay Client a commission as follows: Commission for Food, Beverage, Vending, and Catering sales will be six percent (6%) of all Net Sales.
- 7.2. Commission Payments. Commission payments are to be made without demand within thirty (30) days after close of each Account Period. Commission payments are to be made to the Treasury Division, El Paso County Auditor, fourth floor, El Paso County Courthouse unless notified otherwise in writing.
- 7.2 Financial Offsets. A penalty of one percent, (1%) per month shall be assessed by the Client against Concessionaire for Commission Payments in arrears.
- 7.3 Changes in Policies and Practices. Financial terms of the Agreement shall be adjusted automatically to reflect any changes in Concessionaire's costs and charges resulting from changes in Client's policies, practices, wage rates, employee benefits, service requirements, including increased costs that result from Client's procurement specifications or in Federal and State minimum wage rates.

ARTICLE VIII GENERAL TERMS AND CONDITIONS

- 8.1 Taxes. Concessionaire shall bill and collect sales and use taxes, if applicable, on all meals and services rendered on or from the Premises. If the parties disagree as to taxability of any meals or services, Concessionaire shall promptly obtain a ruling from the appropriate governmental authority. Concessionaire shall indemnify Client against any liability or assessment, including related interest and penalties, arising from a tax assessment and shall pay reasonable collection expenses, attorney's fees and costs incurred in connection with the enforcement of such indemnity. This provision shall survive termination of the Agreement.
- 8.2 Compliance with Law. Concessionaire shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits, excluding any necessary liquor licenses and permits which shall be Client's responsibility to

obtain and maintain. Client shall cooperate with Concessionaire to accomplish the foregoing.

- 8.3 Workers' Compensation Insurance. Each party shall maintain workers' compensation as required by state law covering all of its employees employed in connection with the Food Service operation.
- 8.4 Comprehensive or Commercial Insurance. Concessionaire shall, as Charge to the Food Service operation, maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than One Million Dollars (\$1,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, covering only the activities of Concessionaire under the Agreement and shall provide Client with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days prior written notice. Client shall be named as an additional insured under Concessionaire's policies of insurance.
- 8.5 Property Insurance. Client shall keep Client's building, including the Premises and all property contained therein, insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance policies.
- 8.6 Liability for Non-Concessionaire Approved Vendors. Client understands that Concessionaire has entered into agreement with many vendors and suppliers of products which give Concessionaire the right to inspect such vendors' and suppliers' plants and/or storage facilities and require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Concessionaire for or on behalf of Client. Client may, however, direct Concessionaire to purchase products from non-Concessionaire approved vendors. In such instances, for the mutual protection of Client and Concessionaire, Client will require each such vendor to obtain from a reputable insurance company acceptable to Client and Concessionaire liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than One Million Dollars (\$1,000,000) for each occurrence naming Client and Concessionaire as additional insureds. Said insurance shall not exclude the negligence of Client or Concessionaire from coverage. A certificate evidencing such insurance shall be provided to Client and Concessionaire upon the requesting of either party. Client shall also require each such vendor to sign an indemnity certificate (acceptable to Client and

Concessionaire) in which such vendor shall agree to defend, indemnify, and hold harmless Client and Concessionaire from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorney's fees which may arise as a result of using such vendor's products, except when such liability arises solely as a result of the negligence of Concessionaire and /or Client. Client shall not require Concessionaire to use products from non-Concessionaire approved vendors until such insurance certificates and indemnity certificates have been provided.

- 8.7 Indemnity. Concessionaire shall defend, indemnify and hold harmless Client from and against all claims, liability, loss and expense, including reasonable collection expenses, and attorney's fees, which may arise because of the acts or omissions of the Concessionaire, its agents or employees. This clause shall service termination of the Agreement.
- 8.8 Trade Secrets and Proprietary Information. During the term of the Agreement, Concessionaire may grant to Client a nonexclusive right to access certain proprietary materials of Concessionaire, including recipes, signage, Food Service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed to Concessionaire), computerized data bases and similar compilations and documents regularly used in Concessionaire's business operations ("Trade Secrets"). SUBJECT TO THE REQUIREMENTS OF TEXAS PUBLIC INFORMATION ACT, Client shall not disclose any of Concessionaire's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Concessionaire. All Trade Secrets and other confidential information shall remain the exclusive property of Concessionaire and shall be returned to Concessionaire immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, Client accounting systems, and other software, are owned by or licensed to Concessionaire and not Client. Furthermore, Client's access or sue of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of the Agreement.
- 8.9 Assignment. The Agreement may not be assigned by either party without the written consent of the other, except Concessionaire may, without prior approval and without being released from any of its responsibilities hereunder, assign the Agreement to an affiliate or wholly-owned subsidiary of Concessionaire.

8.10 Notice. Any notice of communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Client: El Paso County Courthouse
Attention: Facilities Management
500 E. San Antonio
El Paso, Texas 79901

To Concessionaire: Jose Luis Dominguez, President
Lumar Enterprises Inc.
11645 Norman Montion
El Paso, Texas 79936

Notice may be given and/or to such other persons or places as either of the parties may hereafter designate in writing, which notices shall be effective when received by the other party.

8.11 Catastrophe. Neither Concessionaire nor Client shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

8.12 Termination for Cause. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such cause. If the cause is remedied within ten (10) days in the case of failure to make payment when due thirty (30) days in the case of any other cause, the notice shall be null and void. If such cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights to termination referred to in the Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

8.13 Termination for Lack of Funding. The County may terminate this agreement at the end of any fiscal year during the term of this agreement if sufficient funds

intended to satisfy the payment obligations of this agreement are not included in the adopted budget of El Paso County for the upcoming fiscal year.

- 8.14 Termination without Cause. Either party may terminate the Agreement at any time by giving at least sixty (60) days prior written notice.
- 8.15 Construction and Effect. A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of the Agreement by reference. The Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 8.16 Severability. If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.17 Amendments to Agreement. All provisions of the Agreement hereto shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date first signed or the first day of the Term, whichever is sooner.

COUNTY OF EL PASO

----- Dated: -----

Anthony Cobos
County Judge

LUMAR ENTERPRISE INC.

By: ----- Dated: -----

Jose Luis Dominguez
President

CAFETERIA INVENTORY
Exhibit A (¶6.6)

<u>LINE #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>Maintenance Contract REQUIRED</u>
1	1	Walk-In Cooler / Freezer	YES
2	2	Shelving-Cooler / Freezer	YES
3	1	Can Washer	YES
4	1	Mixer - 20 Quart	YES
5	1	Convection Oven	YES
6	1	Tilting Fry Pan	YES
7	1	Deep Vat Fryer	YES
8	1	Spreader Unit	YES
9	1	Range, 4 Open-Burner	YES
10	1	Range, Griddle-Top	YES
11	1	Meat Slicer	YES
12	1	Ice Maker w/Bin	YES
13	1	Refrigerator, 2 Section/Pass-Through	YES
14	1	Disposer & Pre-Rinse	YES
15	1	Dishwasher	YES
16	1	Booster Heater	YES
17	1	Freezer, 1 section	YES
18	2	Deep Vat Fryers	YES
19	1	Food Warmer	YES
20	1	Hot Plate	YES
21	1	Griddle, 24"	YES
22	1	Griddle, 36"	YES
23	1	Refrigerator, 2 Section	YES
24	2	Heated Cabinets	YES
25	1	Counter, Cashier	YES
26	2	Shelving-Dry Storage	NO
27	1	Can Rack	NO
28	4	Shelving Units	NO
29	1	Vegetable Sink	NO
30	1	Wall Shelf	NO
31	1	Utility Stand	NO
32	1	Back Shelf	NO
33	1	Back Shelf	NO
34	1	Cook Table w/Sink & Pot Back	NO
35	1	Work Table	NO
36	1	Baker Bench	NO
37	4	Ingredients Bins	NO
38	1	Portable Stand	NO
39	1	Salad Table w/Sink	NO
40	1	Wall Shelf	NO
41	1	Dessert Table	NO
42	1	Assembly Table	NO
43	1	Soiled-Dish Table	NO
44	1	Clean Dish Table	NO
45	1	Portable Stand	NO
46	1	Portable Stand	NO
47	2	Tray Dispensers	NO

BIDDING SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description - Bid #08-179 RFP - Management and Operation of Courthouse Cafeteria
Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

LUMAR ENTERPRISES INC

Company

11645 Norman Mention

El Paso Tx 79936
Address

43-1991685

Federal Tax Identification No.

EL PASO TX 79936

City, State, Zip Code

20090002154

CIQ Document Number

01/12/09

CIQ Sent Date

JOSE LUIS DOMINGUEZ PRESIDENT
Representative Name & Title

(915) 727-2990
Telephone

(915) 599-2327
Fax Number

JLWISDM@AOL.COM
E-mail


Signature

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

TABLE OF CONTENTS

Section I

RFP Cover Page

Section II

Proposal Narrative.....	Page 1
Attachment A.....	Page 2-8
Resume.....	Page 9-10
Operation/revenue Projections.....	Page 11

Section III

Inspections, Maintenance and Cleaning Schedule.....	Page 12
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Section IV

Attachment C.....	Page 13-18
Menu for Ascarate Golf Course.....	Page 19-20
Menu for Sheriff's Office Headquarters.....	Page 21-22
Catering Menu.....	Page 23-25
Certificate of Insurance.....	Page 26
References.....	Page 27-29

Section V

Attachment F (Financial Report).....	Page 30
--------------------------------------	---------

Section VI

Proposed Payment Schedule.....	Page 31
Certification Regarding Lobbying.....	Page 32-35
Consideration of Insurance Benefits form.....	Page 36
Conflict of Interest Questionnaire.....	Page 37

Section II

Proposal Narrative

- Lumar Enterprises Inc will not change the menu offerings at the courthouse café. We will add some items but will leave the current menu because we believe that the current menu offerings at the café are of our clients liking.
- We will promote our daily special on a weekly menu flyer. The weekly menu flyer will be display at the entrance of the café. With the help of the County IT department we will like to post it in the County web page. The menu will be available on the Friday before the week starts.
- The daily menu special will include different food choices as Italian food, Asian food or American food selections.
- We will provide uniforms for our employees from a Mission Linen Co. The employees will wear a name tag as part of their uniforms.

B1.1 Pre-Opening Cost

There will be no pre-opening cost for Lumar because we are the current vendor for the courthouse.

B1.2 Operations staff Breakdown

The organization chart for Lumar at the courthouse is as follows:

General Manager	Luis Dominguez	
Unit Manager (manager on site)	Yvonne Romo	\$10.00 per hour
Cook	Olga Sedano	\$7.60 per hour
Cook Helper	Maria Hernandez	\$6.70 per hour
Salad Prep	Silvia Mora	\$6.55 per hour
Prep	Brenda Mora	\$6.55 per hour
Grill	Carlos Reithll	\$6.70 per hour
Dishwasher	Josef Maya	\$6.55 per hour
Front line	Soledad Gutierrez	\$6.55 per hour
Front line	Juanol Meleschi	\$6.55 per hour
Cashier	Sonia Quintana	\$6.55 per hour
Gourmet Coffee Cart	Adriana Armendariz	\$6.55 per hour

B1.3 Food Service/Vending Investment Summary

1. Uniforms. We are currently talking to Mission Linen Co. for them to supply us with uniforms for the employees at a rate of \$5.75 per week per employee. Mission Linen will provide 11 uniforms per employee and will wash them and iron them every week.
2. Vending machines. Coca cola will supply the vending equipment for our company because of the relationship we had had for years with them. Lumar will purchase one vending machine for candy/snacks.

B1.4 Optional Gourmet Coffee Cart

Lumar will continue with the Gourmet Coffee Cart

B1.5 Menu

Breakfast:

2 Pancakes	\$2.00
3 Pancakes	\$2.50
Sm. Chilaquiles	\$2.50
l.g. Chilaquiles	\$3.50
Breakfast Plate	\$4.35
- 2 eggs	
- beans and potatoes	
- toast or tortilla	
Small Menudo	\$2.95
Large Menudo	\$3.95
1 Egg	\$0.60
Extra meat	\$0.60
Omelet	\$3.25
Omelet Plate	\$4.55
2 slices of Bacon	\$0.60
1 sausage patty	\$0.60
1 flour tortilla	\$0.35
1 corn tortilla	\$0.20
2 slices of toast	\$0.50
1 Mollete	\$1.15
Cereal	\$0.95
Oatmeal pk	\$0.95
Fresh Oatmeal	\$2.50

Lunch

Mexican plates:

All plates include rice, beans and tortilla

Combo #1	
Gordita, Taco, Flautu	\$5.50
Combo #2	
Gordita, Taco, Chile Relleno	\$5.75
Two Chile Relleno Plate	\$5.75
Three Gorditas Plate	\$5.20
Three Flautas Plate	\$5.20
Three Taco Plate	\$5.20
Chile Verde Plate	\$5.20
Chile Colorado Plate	\$5.20
Mole Plate	\$5.75
Chicharron Plate	\$5.20
Picadillo Plate	\$5.20
Deshebrada Plate	\$5.75

Chicken a la mexicana Plate	\$5.75
Side order of rice	\$1.00
Side order of beans	\$1.00
Tostadas	\$1.00

Enchiladas Plate: \$5.20

All plates include rice, beans and three enchiladas

Monday	Red Cheese Enchiladas
Tuesday	Cheese Tomatadas
Wednesday	Mole Chicken Enchiladas
Thursday	Red Beef Enchiladas
Friday	Green Chicken Enchiladas

Daily Entrée Special \$6.50

Includes a meat/chicken entrée, two vegetables and a dinner roll.

Daily Soups sm \$2.95 lg \$3.95

Monday	Caldo de Res
Tuesday	Chicken Tortilla Soup
Wednesday	Chicken Fideo
Thursday	Albondigas Soup
Friday	Calabacitas or Lentils

Grill

Hamburger	\$3.00
Cheeseburger	\$3.25
Double Burger	\$3.75
Double Cheeseburger	\$4.25
Grilled Cheese	\$1.95
Philly Cheese Sandwich	\$3.95
Cheese Quesadilla	\$2.50
Ham Quesadilla	\$2.75
Chicken Quesadilla	\$2.95
French fries	\$1.10
French fries w/cheese	\$1.65
Hot dogs	\$1.15
Chili cheese dog	\$1.60
Small Nachos	\$2.75
Large Nachos	\$3.75
Small Nachos w/meat	\$3.25
Large Nachos w/meat	\$4.75

Burritos:

Potato/egg	\$2.35
Chorizo/egg	\$2.35
Eggs a la mexicana	\$2.35
Potato w/chorizo	\$2.35
Egg/bacon	\$2.35
Egg/sausage	\$2.35
Egg/ham	\$2.35
Egg/cheese	\$2.35
Beans/cheese	\$2.05
Burhacna	\$2.65
Green Chile	\$2.35
Red Chile	\$2.35
Picadillo	\$2.35
Mole	\$2.65
Chicharron	\$2.35
Deshebrada	\$2.55
Add cheese	\$0.35

Sandwiches:

Sandwiches are made with your choice of at least seven different breads.

Ham or Turkey	\$2.50
Turkey or ham club	\$3.50
Tuna or Chicken salad	\$3.00
BLT	\$2.50
Chicken or tuna serving	\$2.50
Chips	\$0.95
Add cheese	\$0.35
Add avocado	\$0.60

Salad Bar

Small Salad	\$7.95
Large Salad	\$3.95

Deserts

Assorted Cakes	\$1.65
Assorted Danish	\$0.95
Assorted muffins	\$1.65
Assorted Bagels w/cream cheese	\$1.25
Extra Cream cheese	\$0.50
Assorted Cookies	\$0.40
Pudding	\$0.60
Fresh Fruit Salad	\$2.25
Yogurt	\$1.25
Granola Bar	\$0.55
Fresh Fruit	\$0.60

Drinks

Sodas/Iced tea

16oz	\$1.25
20oz	\$1.40
32oz	\$1.50
same day refill on sodas	\$0.75
free iced tea refills	

Agua Frescas

16oz	\$1.25
20oz	\$1.35
32oz	\$1.55
No refills	

Milk Shakes

-16oz	\$1.50
-20oz	\$2.50
-32oz	\$3.00

Milk

16 oz	\$1.25
20oz	\$1.40
32oz	\$1.50

Bottle Juice \$1.65

Bottle Water \$1.45

Bottle Soda \$1.50

H1.6 Food and Vending Suppliers

Our primary supplier is SYSCO.

Our produce supplier is President Peppers

We buy some of the items from Sams Club.

Jose Luis Dominguez

Experience	2007-present	Primos café & grill	El Paso TX
		Restaurant Owner	
		Managed Food and beverage service	
		Maintain customer satisfaction	
		Created an annual Golf tournament to support a sick child	
		Increase sales of food packages with golf tournaments	
		Pay commissions on a timely matter	
	2004-Present	Lumar Concessions	El Paso TX
		Concessionaire	
		Managed Food and beer service at the Sports park	
		Increase sales volume for the last four years	
		Maintain customer satisfaction	
		Increase menu options and locations	
		Pay commissions on a timely matter	
	2003-Present	Primos Café and Catering	El Paso TX
		Restaurant Owner	
		Increase Sales over the years	
		Increase customer Satisfaction	
		Increase Catering Sales	
		Pay commissions on a timely matter	
		Nominated for BEST Place to Lunch (2006)	
	2001-2007	The 18 th Hole Restaurant	El Paso TX
		Restaurant Owner	
		Managed Food and beverage service	
		Maintain customer satisfaction	
		Created an annual Golf tournament to support a sick child	
		Increase sales of food packages with golf tournaments	
		Pay commissions on a timely matter	
	1999-2001	El Paso Diablos	El Paso TX
		Concessions and suite Manager	
		Increase per cap from \$4.35 to \$6.35	
		Introduce new products to menu to help increase sales	
		Increase customer and client satisfaction	
		Improve and increased points of sales through the stadium	

Dec 1999- Jan 2000	Caddy Shack	El Paso TX
Concessionaire		
Increased customer satisfaction		
Increase Sales volume		
Improve cleanness		
Improve food quality		
1998-1999	La hacienda de Jose	Austin TX
Restaurant Owner		
Manage 240K on annual Sales		
Started a Mexican style restaurant		
Established a recognized name on the area		
Provided catering events for 200-		
1996-1998	Austin Concessions	Austin TX
Food Manager		
Managed the food and beer service for the Morris Williams Golf Course		
Increase sales.		
1994-1996	Marriott International	Austin TX
Stadium Supervisor		
Supervised daily activities at UT Austin Memorial Stadium		
Reduce waiting time for customers on concession lines.		
Managed over 300 employees on game day		
Oversee customer service for all 74,000 fans on game day		

TABC Certified, Health Dept. Food Management Card, Bilingual

Operations/ Revenue Projections

	Average Month	Annual	Percent(%)
<u>Sales</u>			
Cafeteria Revenues	\$26,500.00	\$318,000.00	96.01%
Catering Revenues	\$1,100.00	\$13,200.00	3.98%
Total	\$27,600.00	\$331,200.00	100.00%
 <u>Cost of sales</u>			
Cafeteria/Catering	\$14,975.00	\$179,700.00	54.26%
Gross Profit	\$12,625.00	\$151,500.00	45.74%
 <u>Operating Expenses</u>			
Equipment	\$27.60	\$331.20	0.10%
Telephone	\$129.72	\$1,556.64	0.47%
Office Supples	\$27.60	\$331.20	0.10%
Legal/Professional	\$207.00	\$2,484.00	0.75%
Repairs/Maintenance	\$179.40	\$2,152.80	0.65%
Insurance	\$77.28	\$927.36	0.28%
Auto Expense	\$27.60	\$331.20	0.10%
Licences & Permits	\$59.00	\$708.00	0.25%
Bank Fees	\$96.60	\$1,159.20	0.35%
Merchant Fees	\$220.80	\$2,649.60	0.80%
Dues & Membership	\$33.12	\$397.44	0.12%
Postage & Freight	\$8.28	\$99.36	0.03%
Restaurant Suplies	\$138.00	\$1,656.00	0.50%
Total	\$1,242.00	\$14,904.00	4.50%
 <u>Labor</u>			
Management:	\$1,733.00	\$20,796.00	6.26%
Hourly	\$6,569.18	\$78,830.16	24.16%
Employee Benefits			
Bonuses			
Vacation			
Payroll Taxes	\$877.35	\$10,528.20	3.18%
Total	\$9,279.53	\$111,354.36	33.62%
 <u>Net Operating Profit Before taxes</u>			
Total	\$2,103.47	\$25,241.64	7.62%
Proposed Commission 6%	\$1,656.00	\$19,872.00	6.00%
	\$447.47	\$5,369.64	1.62%

Section III

Inspection, Maintenance, and Cleaning schedule

1. Lumar as always been in compliance with the Texas Department of Health. All our employees are required to have their Health card before they begin working with us. The employee is paid the time and gets reimburse for the cost of the card. We have at least two people on site that have a manager Health card.
2. Lumar has a contract with Industrial Maintenance Cleaning Constructors for the cleaning of the exhaust hood vent. They clean the exhaust every 6 months as agreed with the County.
3. Lumar has a maintenance contract for the equipment with HCS and will provide copies of repair or services done to the equipment.
4. Lumar agrees to shampoo the dinning area carpet every three months and strip/wax floor at least once a year. The wear down look of the carpet in the cafeteria is not due to lack of cleaning is mainly because that carpet is at least 15 years old and the County should consider replacing it.
5. Lumar agrees to comply with the County recycling program as long as dumpsters will be provided.
6. Lumar is in contract with AIM Pest Control Services not only at the Court House location but at all other accounts that we service. They service each account once a month.

(Submit in Section IV)

QUESTIONNAIRE

All respondents to this Request for Proposal shall provide all the information requested via this questionnaire. Failure to supply adequate, appropriate information may be cause to reject the entire proposal.

In the event there is not sufficient space to provide a complete answer, the respondent may identify the question number on a separate sheet of paper and answer the question fully. Make a notation on the questionnaire that the answer is on an attached sheet. Attach all these responses to the Questionnaire and include them in the section of the binder where the questionnaire is to be located.

All questions should be answered as they apply to the company's facility/capability within the greater El Paso County area even if the company is a nationwide organization. If the company has no base in the greater El Paso County area, that must be noted and questions should be answered as completely and relevantly as possible. Lack of an operational base in the County does not automatically disqualify a proposal.

Company Identification:

1. Full name of company: LUMAR ENTERPRISES INC.

2. Contact person for information concerning this proposal:

Name: JOSE LUIS DOMINGUEZ Title: PRESIDENT

Phone: 915 727 2990 Fax: 915 599 2327

Email address: JLUISDM@AOL.COM

Location (full address): 11645 NORMAN MONTION
EL PASO TX 79936

3. Is company (check all that apply):

- A. Local only:
- B. Statewide:
- C. Nationwide:
- D. International:

- Proprietorship:
- Partnership:
- Corporation:
- Joint Venture:

4. Give full address of corporate headquarters if not same as above:

.....

5. Show the state in which company is incorporated: TX
6. Identify the parent company of this organization and its location if different from #4.
N/A
7. Identify every person and/or entity which owns ten percent or more of the proposer's voting stock. Use separate sheet. El Paso County reserves the right to require additional information on an as needed/as desired basis. JOSE LUIS DOMINGUEZ
JOSE MARTIN ROMO
8. List all the names under which this company has operated in the last ten years in the state of Texas.
N/A
9. If company is a joint venture, identify all general and limited partners for each entity comprising the joint venture. Use a separate sheet of paper. El Paso County reserves the right to require additional information on an as needed/as desired basis.
N/A
10. How many years has company provided food service in:
A. the El Paso/El Paso County area: 6 years
B. the State of Texas: _____
C. in general _____
11. How many years has the company operated dining facilities of 150+ persons: 6 years
12. Has proposer operated a food management facility for a public entity within the most recent five years? If so, identify when and where this occurred; (Exclude El Paso County):
INDIOS US Soccer Club
13. Who was the primary contact person under question 12? (Include phone number):
Roberto Trevizo 915 740-2062
14. Within the last ten years, has proposer's company ever discontinued services prior to the expiration of the agreed to term?
NO
15. If so, identify when and where this occurred:
N/A

Food & Menu

A. Full Service

30. In terms of menu design/development for El Paso County, does your organization
- a. intend to duplicate a menu from a sister location? NO
 - b. design specific menu(s) for County locations? YES
 - c. retain a menu essentially as is current? YES
 - d. survey County employees for input? YES
 - e. combination of the above (which combo?) C/D
 - f. intend to provide a gourmet coffee cart? YES

Comments: _____

31. How often does proposer make major menu revisions during a 12 month period?
ONCE A YEAR

32. What circumstances cause a major change of menu items? CLIENT PREFERENCES

33. Is food product purchased locally by location? If not, how is product procured and by whom?
YES SAMS AND PRESIDENT PEPPERS BY MANAGER

34. If food products are purchased locally, identify the primary sources (include city of origin if not El Paso) for:
- regular grocery items (canned, dried, frozen) SYSCO / ALBUQUERQUE
 - produce - fresh or prepared raw PRESIDENT PEPPER / EL PASO
 - breads and baked goods EARTHGRAINS / EL PASO
 - dairy products (excl. ice cream) SAMS / EL PASO
 - beef, poultry, pork, luncheon meat SYSCO / ALBUQUERQUE
 - fish, other seafood SYSCO / ALBUQUERQUE
 - soft drinks COCACOLA / EL PASO
 - pre prepared foods (if not covered above) SAMS / EL PASO

35. Is food cost determined by a localized bid process or thru major contracts developed by others, i.e. a parent company corporate purchasing group? Identify method used.

PRICE COMPARATION

36. What circumstances provoke price increases for meals served in a year? What cost control methods are used and how are they applied? Respond in detail on separate sheet.

SEE ATTACHED

37. What quality assurance controls are put into place to assure a high quality for food product, safe, clean preparation, and sanitary conditions? Respond in detail on separate sheet.

SEE ATTACHED

Operational Information:

16. Is the company currently operating food service facilities in the greater El Paso County area?

✓ Yes _____ No If so, how many? 5

17. Which local site that the company presently serves represents having the lowest continuous service? Indicate the number of years: 6 years

18. How many persons does this location service on a daily average? 300

19. Would this site be available for review/inspection by representatives of the County? YES

20. Which location is the company's newest local facility and when did that service begin?

SHERIFF DEPT ON MONTANA / JUNE 08

21. How many persons does this location service on a daily average? 50

22. Would this site be available for review/inspection by representatives of the County? YES

23. Please furnish a copy of the current menu for each of these two locations.

PLEASE SEE ATTACHED

24. Does your organization receive subsidies for either the operations and/or the cost of the meals from the company they serve? If so, identify what the nature of that subsidy is.

NO

25. How many employees work for the proposing company in the greater El Paso County area?

11

26. How many employees does Proposer anticipate will be required to fully operate County facilities under this agreement? 11

27. If the County represents a "new" facility for the Proposer, what means will be used to acquire necessary personnel at all levels? N/A

28. How are employee pay increases determined and when are those implemented?

EMPLOYEE HERITS ON THEIR ANYVERSARY DATE

29. Does company provide uniforms for its employees at no cost to them? YES

Changes/Improvements

38. If your company is awarded this project, what embellishments would it be willing to make in terms of enhancing the atmosphere of the service locations (excluding equipment and without financial participation by the County)? Respond in detail on separate sheet. If none, indicate on line below.

NONE

39. What equipment does the company feel is needed over and above equipment being furnished by the County?

N/A.

Section IV

Question #36

1. The price increases will be because of some of the products used on the preparation of the menu item has increased.
Example:
Coca Cola use to sell the case of 20oz drinks at \$14.00 per 24 hottles now the price is \$18.00 per case. The price for bottle was \$0.58 now the price is \$0.75.
2. We also budget for our labor to be 33.62% and when the minimum wage goes up by 15% then our budget will have to allow for that expenditure. It will take the same amount of working hours but it will take more money to pay for those hours.

Question# 37

Lumar has in place controls to assure that our clients will receive a high quality, tasty food items on a friendly matter.

Here are some of our practices:

1. As mentioned before all our employees are required to attend the class for The Texas Health Department and keep the certification current.
2. There is always a manager in charge to ensure that all products are delivered in sanitary conditions.
3. Our kitchen personal has access to thermometers to ensure the product is at temperature.
4. Lumar only buys from reputable companies. These companies carry a liability insurance for their products and services.
5. Lumar utilize only NFS commercial kitchen equipment and utensils to prepare our food.

Proposed menu for Ascarate Golf course

Morning Menu

Morning Special \$3.50
2 eggs, hash browns, beans and bacon, sausage or ham.

Choice of \$4.50
Huevos con chorizo
Huevos a la mexicana
Huevos con chilaquiles
Huevos con picadillo
Huevos rancheros
With beans and hash browns.

Sm menudo \$2.50
Lg menudo \$3.50

Pancakes \$2.75

Breakfast burros \$2.00
Ham
Chorizo
Bacon
Sausage
Potato
Beans

Lunch Menu

Chile verde plate \$5.25
Chile Colorado plate
Chile relleno plate
Taco plate
Enchilada plate

Lunch burros \$2.50
Chile verde
Chile Colorado
Chile relleno
Picadillo

Hamburgers w/fries	\$3.25
Cheeseburger w/fries	\$3.75
Baconburger w/fries	\$4.25
Mexiburger w/fries	\$4.25
Golfer Burger w/fries	\$4.75

Onion rings	\$2.50
French fries	\$2.00
Hot dog	\$1.25
Monster quesadilla	\$4.75
Nachos	\$3.50
Supernachos	\$6.00
Chips w/salsa	\$1.00
Sandwich	\$2.50

Can drinks	\$1.00
Bottle sodas	\$1.75
Sm soda	\$1.50
Lg soda	\$1.75
Sm hot cocoa	\$1.00
Lg hot cocoa	\$2.00

Beer	
Domestic	\$2.00
Bottle	\$2.50
CKI	\$2.50

Sheriff's Office Headquarters.

Morning Menu

Morning Special	\$3.75
2 eggs, hash browns, beans and sausage or ham.	
Choice of	\$4.75
Huevos con chorizo	
Huevos a la Mexicana	
Huevos con chilaquiles	
Huevos con picadillo	
Huevos rancheros	
with beans and hash browns.	
Sm menudo	\$2.75
Lg menudo	\$3.75
Pancakes	\$2.75
Breakfast burros	\$2.25
Ham, chorizo, bacon, sausage, potato, beans.	

Lunch Menu

Chile verde plate	\$5.50
Chile colorado plate	
Chile relleno plate	
Taco plate	
Fenchilada plate	
Lunch burros	\$2.50
Chile verde	
Chile colorado	
Chile relleno	
Picadillo	
Sm. soda	\$1.50
Lg. soda	\$1.75
Coffee	\$1.25

Menu for Sheriff Department

1. Lumar will provide a soup of the day Sm. \$2.98 T.g. \$4.06 with a different selection everyday.

Base on the numbers (100 employees) Salad Bar will not be an option at this point.

However we can sell pre-pack salads. Salads like:

Chef Salad	\$4.75
Chicken Caesar Salad	\$4.75
Garden Salad	\$3.75
Crispy Chicken Salad	\$4.75

2. Burgers

Hamburger Basket	\$3.25
Cheeseburger Basket	\$3.75
Bacon Cheeseburger Basket	\$4.25
Philly Cheese Steak Sandwich	\$4.25
Grilled Chicken Sandwich	\$4.25
Grilled Cheese	\$1.75
BLT Sandwich	\$2.25
French Fries Basket	\$1.99

3. Fresh fruit

Yogurt	\$1.35
Parfait	\$3.25

4. Cold Cut Sandwiches

	\$2.95
--	--------

5. Bagels

	\$1.35
--	--------

Muffins	\$1.65
---------	--------

6. Cereal

	\$1.75
--	--------

Oatmeal	\$1.50
---------	--------

7. The issue of healthy meals can be covered by the choice of grilled chicken sandwiches, Chicken Caesar Salad, lean meat cold cut sandwiches, fruit cups, baked potato chips, etc.

8. Assorted Chips (regular and baked chips) \$0.95

Nachos	\$1.50
--------	--------

Candy	\$0.95
-------	--------

9. A daily special will be offer for \$ 6.50. This daily special includes a main entrée, a vegetable and a starch selection.

This menu can be adjusted to the needs of the clients. Lumar is willing to extend the menu if the sales can support it. Any more questions please feel free to call me at 915-727-2990

Sincerely,

Jose Luis Dominguez

Grimes Coffee Shop
catering menu

Irish

Meat 5 oz
BBQ beans
Potato Salad
Dinner Rolls
\$8.50

Virginia ham

Ham 5 oz
Sweet potato
Broccoli Rice
Dinner Rolls
\$8.50

Roast Beef

Meat 5 oz
Mashed potato
Broccoli w cheese
Dinner rolls
\$9.00

Mexican Plate

1 taco, 1 Chile Relleno, 1 enchilada
Rice
Beans
Tostadas
\$7.50

Green chicken enchilada

3 enchiladas
Rice
Beans
Tostadas
\$7.00

Chile Relleno plate

2 chiles rellenos
Rice
Beans
Tostadas
\$7.50

taco plate

3 tacos
Rice
Beans
Tostadas
\$6.50

flauta plate

4 flautas
Guacamole, sour cream
Rice, beans
Tostadas
\$6.00

Chicken Parmesan

Chicken 5 oz
Fettuccini
Corn
Garlic bread
\$8.00

spaghetti

Meat balls or meat sauce
Caesar Salad
Garlic bread
\$7.50

Lasagna

Lasagna
Caesar Salad
Garlic bread
\$8.50

Chicken or beef fajitas

Chicken or beef fajitas 5 oz
Rice
Beans
Pico de gallo
Flour or corn tortillas
\$8.50

Chicken Cordon Blue

Chicken 5 oz
Vegetable Medley
Rice
Dinner Rolls

\$9.00

Chicken Alfredo

Chicken 5oz
Pasta
Caesar salad

\$8.50

Meat loaf

Meat 5oz
Mashed potato
Corn cob
Dinner Rolls

\$8.50

Burger box

1 Cheese burger
Bag of chips
one cookie

\$5.75

Cold cut sandwich box

1 cold cut sandwich
Bag of chips
1 cookie
1 Fresh fruit

\$5.75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2000**PRODUCER**Crossland & Company Insurance
4757 George Bush Ste 121
Pasco, TX 79538**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURED**Lunar Enterprises Inc
Dba: Primus Cafe
11546 Norman Waylon
E Pasco, TX 79535**INSURERS AFFORDING COVERAGE****NAIC #**INSURER A: National Insurance Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AGGREGATE LIMIT INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMM-IND. GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> CO-OP GEN'L AGGREGATE LIMIT APP. TO POLY <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> UO	AGP 55C2348509	12/02/2000	12/02/2000	EACH OCCURRENCE DAMAGE TO RENTED PROPERTIES (EXCEPTED) MED EXP (AUTO AND OTHER) PERSONAL & ADJ INJURY GENERAL AGGREGATE FIDELITY - COMPUTER AGG	\$ 1000000 \$ 300000 \$ 5000 \$ 1000000 \$ 2000000 \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> TITLED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EXCEPTED) BODILY INJURY (EXCEPTED) BODILY INJURY (EXCEPTED) PROPERTY DAMAGE (EXCEPTED)	\$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EXCEPTED OTHER THAN AUTO ONLY	\$ \$ \$
	SUCCESSOR LIABILITY <input type="checkbox"/> OTHER <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> RETRACTABLE <input type="checkbox"/> RETROACTIVE				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY - POLY FOR PARTIALLY RETIRED (MAY BE RECLASSIFIED) THIS POLY IS NOT SPECIALLY PROVISIONED DATA				<input type="checkbox"/> EACH EMPLOYEE <input type="checkbox"/> EACH AGGREGATE <input type="checkbox"/> DISEASE - EACH EMPLOYEE <input type="checkbox"/> DISEASE - POLICY LIMIT	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS, EXCLUDED VEHICLES, EXCLUSIONS APPLICABLE TO THIS POLICY, SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENFORCE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO DELIBERATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

(Submit in Section IV)

REFERENCES (Minimum of 3)Reference #1

Organization Name El Paso Auto Glass
 Contact Name TONY RUIFRO
 Telephone No. 915 843 4010
 Address 8630 BOEING DRIVE STE 5
 Dates of Service LAST 3 YEARS
 Services Provided CATERING SERVICES

Reference #2

Organization Name NATIONWIDE INSURANCE
 Contact Name DAMON CRISLAND
 Telephone No. 915 629-0274
 Address 1757 George Dieter St 121
 Dates of Service 2 YEARS
 Services Provided CATERING SERVICES

Reference #3

Organization Name JRPTC MONTWOOD HIGH SCHOOL
 Contact Name CYNTHIA/TONY ARREYANO
 Telephone No. (915) 276-4525
 Address 12000 Montwood Dr
 Dates of Service LAST FOUR YEARS
 Services Provided LUNCH BOXES/CATERING

Reference #4

Organization Name EL PASO INDIOS USA
 Contact Name ROBERTO TREVIZO
 Telephone No. 915 740-2062
 Address 11649 CEDAR CREST
 Dates of Service 2007
 Services Provided Concessions for Canutillo Stadium

Reference #5

Organization Name _____
 Contact Name _____
 Telephone No. _____
 Address _____



On Your Side

Damon Crossland
Agent
Nationwide Insurance

November 13, 2008

School Districts of El Paso

Re: Lunar Enterprises, Inc. dba Primo's Coffee Shop

To Whom It May Concern:

Luis Dominguez has requested a letter of recommendation we are happy to provide because our experience at his restaurant and the catering service he has provided for our office at various functions has been exemplary. His product and service has exceeded our expectations every time. Should you request to speak directly with me my number is 915-629-0274.

Kind Regards,

Damon Crossland
Crossland & Co., Insurance Agency



El Paso Auto Glass

"Forget the Rest, Call the Best!"

Auto and Window Glass

Replacement and Repair

Tony Rojero

915-843-4010

6020 Fusing Drive Ste. 5

El Paso, Texas 79905

Tel: 915-843-4010

1-877-843-4010

• 24 HOURS SERVICE

• FREE ESTIMATES

• FREE SERVICE

• LIFE-LONG WARRANTY

To Whom At May Concern:

Please accept this letter as a strong recommendation of service, quality and outstanding catering services provided to us by Primo's Café. In addition to owning my own glass company, I'm also a Continuing Education Instructor and teach several classes to Insurance Professionals in the El Paso area. For the last 3 years, Primos Café has catered all of my classes. In total, I would estimate they have catered at least 20-28 events and have not been disappointed yet. They are always on time, friendly and the food is simply outstanding. In fact, some of those in attendance have in turn used Primo's Cafe for their own catering events. As for myself and my business, I will continue to deal with Primos Café and would encourage others to do the same.

Sincerely,



Tony Rojero

President- "El Paso Auto Glass"

915-276-4525

Ascarate Golf Course Association
6900 Delta Dr.
El Paso, Texas 79905

January 11, 2009

To Whom It May Concern:

It is with pleasure that I write this letter of recommendation on behalf of Luis Dominguez. Mr. Dominguez has been the concessionaire at the Golf Course for a number of years. Not only have we had a successful business relationship but Mr. Dominguez has become a good personal friend. He has always demonstrated a positive and professional attitude in his daily interactions with the clients at the golf course. Our association gladly does business with Mr. Dominguez. He has always assisted in whatever was within his ability to make our tournaments a great success. It is without hesitation that I speak positively about Mr. Dominguez. Should you have any questions, feel free to contact me by email: cmadrid5568@yahoo.com or by phone: 915-474-1809.

Sincerely,



Cindy Madrid, President

LUMAR ENTERPRISES, INC.
Balance Sheet - Combined
October 31, 2008

ASSETS

Current Assets

Cash on Hand ✓	\$	35,549.37
Bank Account-Checking ✓		18,415.48
Petty Cash		25,470.07
Chase Bank-Other		288.77
Employee Loans/Advances		(466.51)
Receivables		<u>(69,639.45)</u>

Total Current Assets \$ 9,617.73

Fixed Assets

Plateware	160.88
Furniture & Fixtures	92.16
Equipment (Tax Assessor Value)	<u>6,770.60</u>

Total Fixed Assets 7,023.64

Total Assets \$ 16,641.37

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	\$	(3,824.49)
Wages Payable		(3,351.84)
Taxes Payable		<u>13,114.72</u>

Total Current Liabilities \$ 5,938.39

Long Term Liabilities

Equity

Current Income (Loss)	<u>10,827.72</u>
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Total Equity 10,827.72

STATEMENT OUT OF BALANCE (174.74)

Total Liabilities & Equity \$ 16,641.37

PROPOSED PAYMENT SCHEDULE

(Percentage of Commission Paid To the County of El Paso)

Vendor agrees to pay the County of El Paso 6 % of ALL Net Sales.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

(a) 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 any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) 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 Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972 as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

LUMAR ENTERPRISES, INC.
Business Name

JANUARY 14, 2009
Date

JOSE LUIS DOMINGUEZ
Name of Authorized Representative


Signature of Authorized Representative

**Health Insurance Benefits
Provided By Bidder**

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

NO

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

N/A

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

0%

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Lumar Enterprises Inc
Business Name

Dec: January 14, 2009
Date

Jose Luis Dominguez
Name of Authorized Representative

[Signature]
Signature of Authorized Representative

* This page must be included in all responses.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 60th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

JOSE LUIS DOMINGUEZ

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

Yes No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

1. JOSE LUIS DOMINGUEZ LUMAR ENTERPRISES, INC (415) 727 2990

Signature of person doing business with the governmental entity

Date

1/12/09